



DEAN C. LOGAN  
Registrar-Recorder/County Clerk

May 31, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**REQUEST APPROVAL OF CONTRACT NUMBER 15-006  
WITH QUEST INFORMATION SYSTEMS  
FOR CAMPAIGN FINANCE AND PROPOSITION B ELECTRONIC FILING SOLUTION  
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**SUBJECT**

The Registrar-Recorder/County Clerk (RR/CC) requests approval of a new Contract with Quest Information Systems (Quest) for an externally hosted web-based Campaign Finance and Proposition B Electronic Filing Solution (RR/CC Contract Number 15-006). This solution will be used for potential office holders, candidates, candidates, candidate controlled committees, treasurers, primarily formed committees, major donors, and independent expenditure committees to file their campaign finance disclosure statements, County forms, and California Fair Political Practices Commission (FPPC) forms as prescribed by the California Secretary of State (SOS) using an on-line web-portal which is compatible with current web browsers including, but not limited to, Internet Explorer, Firefox, Chrome, and Safari.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the RR/CC, or his designee, to execute a Contract (Attachment II) for the maximum sum of \$1,041,425 with Quest to provide the RR/CC with a Campaign Finance and Proposition B Electronic Filing Solution for a contract term which will commence upon Board approval and run for three consecutive years unless extended or terminated as provided in the Contract.



Los Angeles County Registrar-Recorder/County Clerk

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

24 May 31, 2016

LORI GLASGOW  
EXECUTIVE OFFICER

2. Delegate authority to the RR/CC, or his designee, to prepare and execute amendments to extend the contract term for two additional one-year periods and six one-month options for a maximum contract term of five years and six months.
3. Delegate authority to the RR/CC, or his designee, to prepare and execute Amendments to include new or revised Contract provisions as required by your Board, Chief Executive Office (CEO), or as required by law.
4. Delegate authority to the RR/CC, or his designee, to execute increases to the original contract amount and extension periods by no more than ten percent (10%) to accommodate unforeseen increases in the contract.
5. Delegate authority to the RR/CC, or his designee, to terminate the contract for convenience.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The RR/CC's Campaign Finance Section (CFS) ensures compliance with applicable statutory and regulatory provisions of the Political Reform Act. The CFS also works closely with other agencies, including the Los Angeles County District Attorney, Fair Political Practices Commission, Attorney General, California SOS, and the Franchise Tax Board.

The Proposition B Unit within the CFS ensures compliance with Los Angeles County Ordinance, Chapter 2.190 Political Campaigns for County Office, which applies to candidates for the following County offices: Assessor, District Attorney, Sheriff, and the Board.

Los Angeles County Ordinance Chapter 2.195 authorizes the electronic filing of certain campaign statements and reports when certain dollar thresholds are met in order to facilitate expeditious access to these documents by the public.

The Campaign Finance and Proposition B Electronic Filing Solution will serve as a replacement to the current Track Registrar-Recorder's Automated Campaign Contributions Electronic Reports (TRACCER) System. This new robust solution will increase efficiencies and enhance the overall filing experience for candidates and elected officials to file their campaign disclosure statements on-line and allow the public to view and search these statements on the RR/CC website.

### **Implementation of Strategic Plan Goals**

This request supports the County Strategic Plan as follows:

1. Operational Effectiveness/Fiscal Sustainability: Maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services. The contract will provide candidates, candidates, candidate controlled committees, treasurers, primarily formed committees, major donors, and independent expenditure committees with an improved web-based solution to file their campaign finance disclosure statements, County forms, and California Fair Political Practices Commission (FPPC) forms.

### **FISCAL IMPACT/FINANCING**

The System will be funded by Net County Cost (NCC) and has been included in the RR/CC's Fiscal

Year (FY) 2015-16 and 2016-17 budgets. The contract sum of \$946,750 over the five year, six month term, includes maintenance and support services.

The Contract provides Board delegated authority to the RR/CC, or his designee, to increase the contract sum of \$946,750 up to 10% for a maximum amount of \$1,041,425 over the term of the contract.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Your Board is authorized to approve this Contract with persons specially trained and experienced to perform the services described in this Board letter pursuant to California Government Code Section 31000.

The proposed Contract will commence upon approval by your Board for a period of three years unless extended or sooner terminated in-whole or in-part, with two one-year and six one-month extension options, for an aggregate term of five years and six months.

The Contract contains Board required Contract provisions, including those pertaining to consideration of qualified County employees targeted for layoff, qualified GAIN/GROW participants for employment openings, as well as compliance with the Jury Duty Ordinance, the Safely Surrender Baby Law, and the Child Support Program.

The RR/CC has determined that provisions of the County's Living Wage Program (County Code Chapter 2.201) do not apply to this Contract. Also, the RR/CC has determined that provisions of the County's Low-Cost Labor Resource Program (Board Policy 5.030) do not apply to this Contract.

### **CONTRACTING PROCESS**

The RR/CC issued an Invitation for Bid (IFB) solicitation to allow qualified vendors an opportunity to compete for this Contract.

On August 13, 2015, the RR/CC Contracts Section released the IFB for a Campaign Finance and Proposition B Electronic Filing Solution through the County's Open Bids and Solicitations website to individuals and/or companies under categories which included project management and inventory management. Additionally, IFB release letters were sent to all twenty-four viable vendors/service providers found on the SOS' webpage who are approved to perform electronic filing in California.

The mandatory proposers' conference was held on September 17, 2015. Representatives from five prospective proposers attended the conference: (1) Fortuna BMC, (2) Netfile, (3) PCC Technology Group, (4) SouthTech Systems, and (5) Quest.

At the conference, Operations staff summarized the project's scope of work and Contracts staff went over IFB requirements, selection criteria, important terms and conditions in the sample contract, and completed a Q&A session. Proposals were due by 12:00 P.M. PT on

September 29, 2015. Three proposals were submitted by the following companies: (1) Netfile, (2) PCC Technology Group, and (3) Quest.

In an IFB solicitation, the vendor with the lowest cost bid who meets the minimum requirements, and is responsive and responsible, is recommended for a contract award. Since Quest meets this criteria,

it is being recommended to your Board for award of this Contract.

On November 4, 2015 the RR/CC sent a letter to Quest outlining our intent to recommend them for a Contract award to your Board upon final negotiation of the underlying Contract. Negotiations were concluded on February 11, 2016. The RR/CC subsequently received a Letter of Intent from Quest on February 12, 2016, to provide services pending your Board's approval.

Although both unsuccessful bidders submitted a Notice of Intent to Request a Proposed Contractor Selection Review pursuant to the Los Angeles County Services Contract Solicitation Protest Policy No. 5.055, each bidder abandoned its protest by failing to complete and provide any factual information or grounds for their respective protest requests.

The CEO Risk Management Branch has reviewed and concurs with the provisions relating to insurance and indemnification. The CEO has reviewed and approved this Board letter. The Chief Information Office (CIO) recommends approval of this request and a formal CIO Analysis is attached (Attachment I). County Counsel has reviewed this Board letter and has approved the attached Contract as to form.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

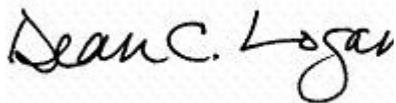
Approval of the recommended action will provide the RR/CC an improved web-based Campaign Finance and Proposition B Electronic Filing Solution to file their campaign finance disclosure statements, County forms, and California FPPC forms.

The Honorable Board of Supervisors

5/31/2016

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Respectfully submitted,



DEAN C. LOGAN

Registrar-Recorder/County Clerk

DCL:RF:JGFP:DB;j

w

Enclosures

c: Executive Office, Board of Supervisors

Chief Executive Office

County Counsel

Chief Information Office

Reviewed by:



PETER LOO

Acting Chief Information Officer

ATTACHMENT I  
CHIEF INFORMATION OFFICE ANALYSIS



PETER LOO  
ACTING CHIEF INFORMATION OFFICER

Office of the CIO  
**CIO Analysis**

NUMBER: <b>CA 16-07</b>	DATE: 5/12/2016
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## SUBJECT:

**REQUEST APPROVAL OF CONTRACT NUMBER 15-006 WITH QUEST INFORMATION SYSTEMS (QUEST) FOR CAMPAIGN FINANCE AND PROPOSITION B ELECTRONIC FILING SOLUTION**

## RECOMMENDATION:

Approve                       Approve with Modification                       Disapprove

## CONTRACT TYPE:

New Contract                       Sole Source  
 Amendment to Contract #: Enter contract #.                       Other: Describe contract type.

## CONTRACT COMPONENTS:

Software as a Service                       Hardware  
 Telecommunications                       Professional Services

## SUMMARY:

Department Executive Sponsor: Dean C. Logan, Registrar-Recorder/County Clerk

Description: The Registrar-Recorder/County Clerk (RR/CC) is requesting approval to execute a new Contract with Quest for a hosted Campaign Finance and Proposition B Electronic Filing Solution.

Contract Amount: \$1,041,425

Funding Source: Net County Cost  
(NCC)/Department Budget Fiscal  
Years (FY) 2015-16 and 2016-17

Legislative or Regulatory Mandate                       Subvened/Grant Funded: 0

***Strategic and  
Business Analysis***

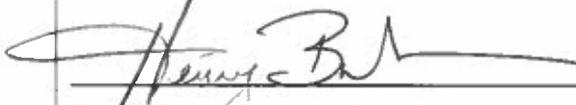
## PROJECT GOALS AND OBJECTIVES:

The primary goal for this project is to implement an externally hosted, web-based Campaign Finance and Proposition B Electronic Filing Solution. This system will provide candidates, candidate controlled committees, treasurers, primarily formed committees, major donors and independent expenditure committees with a web-based solution to file their campaign finance disclosure statements, County forms, and California Fair Politics Practices Commissions forms. The project goals and objectives are clearly defined and reasonable.

## BUSINESS DRIVERS:

The key business driver is to implement a solution as prescribed by the California Secretary of State (SOS). The Department's Campaign Finance Section enforces regulations and ensures compliance with applicable provisions of the Political Reform Act and the California Code of Regulations.

	<p><b>PROJECT ORGANIZATION:</b> Dean Logan and Jeramy Gray are the project sponsors, and a Project Manager will be assigned to manage the implementation. RR/CC will use existing resources to implement this solution. The project will be managed utilizing a project management plan and schedule.</p> <p><b>PERFORMANCE METRICS:</b> In order to measure the success of the project, the team will use a project management plan and structured software testing methodologies.</p> <p><b>STRATEGIC AND BUSINESS ALIGNMENT:</b> This Contract supports the County’s Strategic Plan in the areas of Operational Effectiveness and Fiscal Sustainability. The solution also aligns with the Department’s Business Automation Plan (BAP) objectives by improving the customer experience through efficient utilization of public facing web technologies. It further aligns with the BAP by reducing the local data center footprint through the adoption of cloud-based technologies.</p> <p><b>PROJECT APPROACH:</b> The Department performed a buy versus build analysis to determine the most effective approach for this project. This analysis included a review of the current business processes and requirements to determine the feasibility of developing the system in-house. The analysis also included a market scan to determine the maturity of current commercial-off-the-shelf (COTS) solutions. Based on these evaluations, RR/CC selected the software-as-a-service model.</p> <p><b>ALTERNATIVES ANALYZED:</b> RR/CC issued an Invitation for Bid (IFB) solicitation for this solution. Three proposals were submitted by Netfile, PCC Technology Group and Quest. Based on the guidelines of the County’s IFB process, the Quest solution was selected.</p>
<p><b>Technical Analysis</b></p>	<p><b>ANALYSIS OF PROPOSED IT SOLUTION:</b> The new web-based solution will replace the Department’s current legacy system, which has reached end of life. The Department believes that the current system is at risk of technical failure during critical election activities. The new solution will increase efficiencies and enhance the overall filing experience for candidates and elected officials to file their disclosure statements on-line. It will also allow the County to continue promoting transparency by allowing the public to view and search disclosure statements through a web interface.</p>

<p><b>Financial Analysis</b></p>	<p><b>BUDGET:</b></p> <p>Contract costs</p> <p>One-time costs:</p> <p>    Services ..... \$ 695,750</p> <p>Ongoing annual costs:</p> <p>    Software ..... \$ 251,000</p> <p>    <b>Sub-total Contract Costs:</b> \$ 946,750</p> <p><b>Total one-time costs:</b> \$ 695,750</p> <p><b>Total ongoing annual costs:</b> \$ 251,000</p> <p>The solution will be funded by NCC and has been included in the RR/CC's budget. The Contract sum of \$946,750 over the term includes maintenance and support. The initial term is three years, followed by two one-year and six one-month extension options. The Board letter requests delegated authority to the RR/CC, or his designee to increase the contract sum up to 10 percent for a maximum of \$1,041,425 over the contract term.</p>
<p><b>Risk Analysis</b></p>	<p><b>RISK MITIGATION:</b></p> <ol style="list-style-type: none"> <li>1. Inherent in any externally hosted system is the risk associated with the breach of confidential or sensitive data.</li> <li>2. The Department worked with Quest to ensure that the County's Security/Privacy Vendor Assessment Questionnaire was satisfactorily completed. The Chief Information Security Officer reviewed the Contract and did not identify any IT security or privacy related issues.</li> </ol>
<p><b>CIO Approval</b></p>	<p><b>PREPARED BY:</b></p> <p>  <hr/> Henry Balta, Sr. Associate CIO</p> <p style="text-align: right;"><u>5/18/16</u> Date</p> <hr/> <p><b>APPROVED:</b></p> <p> FOR PETER LOO  <hr/> Peter Loo, Acting Chief Information Officer</p> <p style="text-align: right;"><u>5/18/16</u> Date</p>

Please contact the Office of the CIO (213.253.5600 or [info@cio.lacounty.gov](mailto:info@cio.lacounty.gov)) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>

## ATTACHMENT II

# CAMPAIGN FINANCE AND PROPOSITION B ELECTRONIC FILING SOLUTION CONTRACT



**CONTRACT #15-006**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**QUEST INFORMATION SYSTEMS**

**FOR**

**CAMPAIGN FINANCE AND PROPOSITION B  
ELECTRONIC FILING SOLUTION**

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## **STANDARD EXHIBITS**

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C CONTRACTOR'S EEO CERTIFICATION
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F CIO SECURITY PRIVACY VENDOR ASSESSMENT QUESTIONNAIRE
- G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT
- H INFORMATION SECURITY AND PRIVACY REQUIREMENTS
- I JURY SERVICE ORDINANCE
- J SAFELY SURRENDERED BABY LAW
- K DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT
- L NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT (IRS NOTICE 1015)
- M TASK/DELIVERABLE ACCEPTANCE CERTIFICATE
- N PROGRAMMING CONFIGURATION REQUEST FORM
- O INVOICE DEFICIENCY REPORT
- P CONTRACT DEFICIENCY REPORT
- Q PERFORMANCE REQUIREMENTS SUMMARY CHART

**CONTRACT #15-006 BETWEEN  
COUNTY OF LOS ANGELES  
AND  
QUEST INFORMATION SYSTEMS  
FOR  
CAMPAIGN FINANCE AND PROPOSITION B  
ELECTRONIC FILING SOLUTION**

This Contract and Exhibits made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the County of Los Angeles, hereinafter referred to as County and Quest Information Systems, hereinafter referred to as "Contractor". Quest Information Systems is located at 8720 Castle Creek Parkway East Drive, Suite 231, Indianapolis, Indiana 46250.

**RECITALS**

WHEREAS, the County's Department of Registrar-Recorder/County Clerk ("RR/CC") requires a Solution to provide Campaign Finance and Proposition B electronic filing solution services (the "Service") to carry out its mission efficiently and effectively;

WHEREAS, Contractor is in the business of providing highly specialized Campaign Finance and Proposition B electronic filing solution services and;

WHEREAS, this Contract is authorized pursuant to California Government Code Section 31000;

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Party or Parties, as RR/CC and Contractor are sometimes hereinafter referred to collectively, agree as follows:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, and Q are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

**Exhibits:**

- EXHIBIT A - Statement of Work
- EXHIBIT B - Pricing Schedule
- EXHIBIT C - Contractor's EEO Certification
- EXHIBIT D - County's Administration
- EXHIBIT E - Contractor's Administration
- EXHIBIT F - CIO Security Privacy Vendor Assessment Questionnaire
- EXHIBIT G - Contractor Acknowledgement and Confidentiality Contract
- EXHIBIT H - Information Security and Privacy Requirements
- EXHIBIT I - Jury Service Ordinance
- EXHIBIT J - Safely Surrendered Baby Law
- EXHIBIT K - Determination of Contractor Non-Responsibility and Contractor Debarment
- EXHIBIT L - Notice to Employees Regarding the Federal Earned Income Credit (IRS Notice 1015)
- EXHIBIT M - Task/Deliverable Acceptance Certificate
- EXHIBIT N - Programming Configuration Request Form
- EXHIBIT O - Invoice Deficiency Report
- EXHIBIT P - Contract Deficiency Report
- EXHIBIT Q - Performance Requirements Summary Chart

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-section 8.1 (Amendments) and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 “Acceptance” as used herein shall mean County’s written approval of any Tasks, subtasks, Deliverables, goods, Services or other work provided by Contractor to County.
- 2.2 “Acceptance Test” as used herein shall have the same meaning as set forth in Appendix A, Section 9.5.3 (Acceptance Tests).
- 2.3 “Contract” as used herein shall have the same meaning as set forth in Appendix A, Section 1.0 (Contract).
- 2.4 “Budget” as used herein shall mean the County’s fiscal year spending authority as approved by the Board of Supervisors.
- 2.5 “Contract Deficiency Report” as used herein shall have the same meaning as set forth in Section 7.2 of the Statement of Work (Appendix B).
- 2.6 “Contract Sum” as used herein shall have the same meaning as set forth in Appendix A, Section 5.0 (Contract Sum).
- 2.7 “Confidentiality” as used herein shall have the same meaning as set forth in Appendix A, Section 7.5 of this Contract.
- 2.8 “Contractor” as used herein shall have the same meaning as set forth in the Recitals.
- 2.9 “Contractor’s Project Manager” as used herein shall have the same meaning as set forth in Appendix A, Section 7.1 (Contractor’s Project Manager).
- 2.10 “Core Application Software” as used herein shall mean all Core Application Software, modifications, programming modifications supplied by Contractor pursuant to this Contract.

- 2.11 “County” as used herein shall have the same meaning as set forth in the Recitals.
- 2.12 “County Product” as used herein, shall have the same meaning as set forth in Appendix A, Section 9.7 (Ownership of Materials, Software and Copyright)
- 2.13 “County’s Project Director” as used herein shall have the same meaning as set forth in Appendix A, Section 6.1 (County’s Project Director).
- 2.14 “County’s Project Management” as used herein shall have the same meaning as set forth in Appendix A, Section 6.2 (County’s Project Management).
- 2.15 “County’s Project Monitor” as used herein shall have the same meaning as set forth in Appendix A, Section 6.3 of this Contract. Responsibility includes, but is not limited to, inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.16 “Data” as all of the County Confidential Information, data, records, and information of the County to which Contractor has access, or otherwise provided to Contractor under this Contract.
- 2.17 “Day or Days” whether capitalized or not, shall mean calendar day(s), not business or working days, unless otherwise specified.
- 2.18 “Deficiency(ies)” as used herein shall have the same meaning as set forth in Appendix A, Section 9.2 (Deficiencies).
- 2.19 “Deliverable” as used herein shall mean the completed Tasks, subtasks, and/or other services identified in Appendix B (Statement of Work) provided by Contractor under this Contract.
- 2.20 “Department” or “Department of Registrar-Recorder/ County Clerk” as used herein shall have the same meaning as set forth in the Recitals.
- 2.21 “Documentation” as used herein shall mean any and all written materials, including user manuals, operating manuals, quick reference guides, training materials, and all

other user instructions regarding the capabilities, operations, installation for and support of the Licensed Program.

- 2.22 “Effective Date” as used herein shall mean the date on which this Contract has been executed by an authorized representative of the Contractor has been approve by the Board.
- 2.23 “Election” as used herein shall mean any federal, State or local election conducted by County or its designees.
- 2.24 “Election Day” as used herein shall mean the date of any Election as determined by County, or its designee, or applicable federal or State authorities.
- 2.25 “Fiscal Year” as used herein shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.26 “General Election(s)” as used herein shall have the same meaning as set forth in the SOW.
- 2.27 “Infringement Claim” as used herein shall have the meaning as set forth in Appendix A, Section 9.11 (Patent, Copyright and Trade Secret Indemnification).
- 2.28 “Initial Term” as used herein shall have the same meaning as set forth in Appendix A, Section 4.0 (Term of Contract)
- 2.29 “Interface(s)” as used herein shall mean any Licensed Program, including source code, object code and related Documentation, required to complete the interface(s) between such and any required County software programs.
- 2.30 “Invoice Deficiency Report” or “IDR” as used herein shall have the same meaning as set forth in Appendix A, Section 5.6 (Invoice Deficiency Report).
- 2.31 “License” as used herein shall have the same meaning as set forth in Appendix A, Section 9.6.2 (License).
- 2.32 “Licensed Program” as used herein shall mean all Software supplied by Contractor pursuant this Contract. References to the Licensed Program may include one or more

components or modules thereof or all Licensed Program in the Solution.

- 2.33 “Maintenance and Support Services” as used herein shall have the same meaning as set forth in Appendix A, Section 9.4.1 (Maintenance and Support Services).
- 2.34 “Minor Imperfection” as used herein shall have the same meaning as set forth in Appendix A, Section 9.2 (Deficiencies).
- 2.35 “Option Term” as used herein shall have the same meaning as set forth in Appendix A, Section 4.0 (Term of Contract)
- 2.36 “Other Professional Services” as used herein shall have the same meaning as set forth in Appendix A, Section 9.4.2 (Other Professional Services).
- 2.37 “Party” or Parties” as used herein shall have the same meaning as set forth in the Recitals.
- 2.38 “Personally Identifiable Information (PII)” as any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.).
- 2.39 “Primary Election(s)” as used herein shall have the same meaning as set forth in the SOW.
- 2.40 “Programming Modifications” as used herein shall mean those software modifications, object code and related Documentation which County may request, and which Contractor shall provide, in accordance with Appendix B (Statement of Work).
- 2.41 “Registrar-Recorder/County Clerk” as used herein shall mean the Department Head of the Department of the Registrar-Recorder/County Clerk.

- 2.42 “Services” as used herein shall have the same meaning as set forth in the Recitals.
- 2.43 “Special Election(s)” as used herein shall have the same meaning as set forth in the SOW.
- 2.44 “Specifications” as used herein means all functional operation requirements, features, standards and deliverables as set forth in the Contract and SOW, and any approved work order for Other Professional Services, including Programming Modifications.
- 2.45 “Statement of Work” or “SOW” as used herein shall mean Appendix B attached to this Contract, which includes Tasks, subtasks, and Deliverables required under this Contract.
- 2.46 “Status Report” as used herein shall have the same meaning as set forth in the SOW.
- 2.47 “Subcontractor” as used herein shall mean any person, entity, or organization to which Contractor proposes to delegate or has delegated any of its obligations hereunder in accordance with Appendix A, Section 8.40 (Subcontracting).
- 2.48 “Solution” as used herein shall mean all Licensed Program software, conversions, Interfaces, and Services described in this Contract and as otherwise agreed to in writing by Contractor and County pursuant to Appendix A, Section 8.1 (Amendments), collectively comprising the Licensed Program software. Solution will incorporate Licensed Program to accomplish County’s objectives pursuant to Appendix A, Section 8.1 (Amendments). Solution is subject to Licensed Program rights granted under this Contract, which rights do not confer title to the Licensed Program.
- 2.49 “Solution Implementation Plan” as used herein shall mean Contractor’s written plan to provide, implement, monitor and ensure the services required by this Contract are received by County accordingly identified in Appendix B (Statement of Work).
- 2.50 “Task” as used herein shall mean one or more major areas of work to be performed under this Contract and identified as a numbered Task in the SOW.

- 2.51 “Term” as used herein shall have the same meaning as set forth in Appendix A, Section 4.0 (Term of Contract).
- 2.52 “Third Party Software” as used herein shall have the mean as set forth in Appendix A, Section 9.8 (Third Party Software).
- 2.53 “Uniform District Election Law” or “UDEL” as used herein shall mean the Uniform District Election Law Elections scheduled in November of odd numbered years.
- 2.54 “Updates” as used herein shall have the same meaning as set forth in Appendix A, Section 9.4 (Maintenance, Updates, and Professional Services).
- 2.55 “User” as used herein shall mean any person or entity authorized by RR/CC to access or use the Solution.
- 2.56 “Work” as used herein shall mean any and all Tasks, subtasks, Deliverables, Programming Modifications, goods, and other Services performed by or on behalf of Contractor (including by Subcontractors, if any) pursuant to this Contract, the SOW and all the Exhibits, change orders, and amendments hereto.
- 2.57 “Work Product” as used herein shall mean all Deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media, materials, plans, reports, project plans, work plans, documentation, training materials, and other tangible objects produced by Contractor under this Contract. However, Work Product does not include (a) any intellectual property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, utilities, routines, and tools, which may constitute or be contained in Work Product that was developed by Contractor prior to performance or independent of this Contract (“Background Intellectual

Property”) or (b) the System Software or any modifications thereto made by Contractor.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 The Contractor shall, at no additional costs, perform work and services required to implement modifications in order to comply with applicable laws including statute, ordinance, decree, regulation, by-law, rule, circular, or directive issued by local, state, or federal authority which has appropriate jurisdiction.
- 3.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be three (3) years commencing after execution by County’s Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the (Board of Supervisors or Department Head or his/her designee as authorized by the Board of Supervisors). The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3 The Contractor shall notify the Department of Registrar-Recorder/County Clerk when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Department of Registrar-Recorder/County Clerk at the address herein provided in Exhibit E (County’s Administration).

## 5.0 CONTRACT SUM

- 5.1 The "Contract Sum" under this Contract shall be the total monetary amount payable by County to Contractor for supplying all Tasks, Subtasks, Deliverables, goods, services and other Work specified under this Contract. The Contract Sum for this Contract, including all applicable taxes, authorized by County hereunder is nine-hundred forty-six thousand, seven-hundred fifty dollars (\$946,750).
- 5.2 The fees and other applicable rates for the Term of the Contract are set forth in Exhibit B (Pricing Schedule).
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department of Registrar-Recorder/County Clerk at the address herein provided in Exhibit E (County's Administration) for the Contracts Section Monitor.
- 5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

## 5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule), and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

Each invoice submitted by Contractor shall include, but not be limited to, the following:

5.5.1.1 The Contract number under which services were performed.

5.5.1.2 The itemized Tasks, Subtasks, Deliverables, goods, Services or other Work as described in the SOW for which payment is claimed with corresponding brief description (include task/deliverable if applicable);

5.5.1.3 The billing period;

5.5.1.4 Contractor's State of California Sales and Use Tax permit number, when applicable;

5.5.1.5 Contractor discount, when applicable;

5.5.1.6 The net amount due;

5.5.1.7 Indication of any applicable withhold amount for payments claimed or reversals thereof.

5.5.1.8 Indication of any applicable credits due to County or its agent under the terms of this Contract or reversals thereof, including credits for any liquidated damages assessed in accordance with Section 8.26 (Liquidated Damages).

5.5.1.9 Any other information requested by County's Project Director.

- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:
- Fiscal Officer  
Financial Services Section  
Los Angeles County Registrar-Recorder/County Clerk  
12400 Imperial Highway, Suite 7211  
Norwalk, California 90650  
Phone: (562) 462-2680
- 5.5.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Management prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.5.7 **Local Small Business Enterprises – Prompt Payment Program**
- Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## 5.6 Invoice Deficiency Report

County's Project Director or designee shall review all invoices for any Deficiencies and issue an "Invoice Deficiency Report" ("IDR"), a sample of which is attached hereto as Exhibit P and incorporated herein by this reference, to Contractor within fifteen (15) Days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and send a written explanation reasonably detailing Contractor's objection to the IDR within ten

(10) Days of receipt of the IDR from County's Project Director. If County's Project Director does not receive a written response within ten (10) Days of County's notice to Contractor of an IDR, then payment will be made, less the disputed charges. Notwithstanding any partial payments made by County, provided Contractor has timely responded to the IDR as set forth above, Contractor retains its right to seek payment, pursuant to Section 8.38 (Record Retention and Inspection/Audit Settlement), for any unpaid disputed portion of any invoice. If Contractor does not respond with a written objection to the IDR within the ten (10) Day period set forth above, Contractor waives its right to dispute the IDR and the partial payment by County.

## **5.7 Sales/Use Tax**

The Contract Sum and any amounts invoiced by Contractor to County pursuant to this Section 5.7 (Sales/Use Tax) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes applicable to Licensed Program components. All applicable California sales/use taxes shall be paid directly by Contractor to the state or other taxing authority. Contractor will be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all other California and other state and local sales/use tax on all other items (including modifications, installation, maintenance, etc.) and shall pay such tax directly to the state or other taxing authority. County shall cooperate with and assist Contractor, at Contractor's expense, in connection with any claim, action, or lawsuit to which the

above indemnity applies, including asserting all defenses, claims, or counterclaims reasonably requested by Contractor, including that of sovereign immunity.

## **5.8 County's Right to Withhold**

Notwithstanding any other provision of this Contract, and in addition to any rights of County provided in this Contract, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work, except that County shall not withhold payment that was already approved before Contractor entered default or failed or provide approved Work.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following Sub-sections is designated in Exhibit E (County's Administration). The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 County's Project Director**

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

#### **6.2 County's Project Management**

County Project Management will be responsible for oversight on both business operations and information technology aspects of the Solution, its implementation, and ongoing operations. It will therefore be filled by Co-Project Managers, one from business operations and another from the information technology area.

All sign-offs and approvals require the signature of both County Project Managers.

The responsibilities of the County's Project Managers include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Managers are not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

#### **6.3 County's Contract Project Monitor**

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Management.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 Contractor’s Project Manager**

- 7.1.1 The Contractor’s Project Manager is designated in Exhibit F (Contractor’s Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor’s Project Manager.
- 7.1.2 The Contractor’s Project Manager shall be responsible for the Contractor’s day-to-day activities as related to this Contract and shall coordinate with County’s Project Manager and County’s Contract Project Monitor on a regular basis.
- 7.1.3 The Contractor’s Project Manager must have five (5) years of experience in the last seven (7) years.

### **7.2 Approval of Contractor’s Staff**

County has the absolute right to approve or disapprove all of the Contractor’s staff performing work hereunder and any proposed changes in the Contractor’s staff, including, but not limited to, the Contractor’s Project Manager.

### **7.3 Contractor’s Staff Identification**

Contractor shall provide, at Contractor’s expense, all staff providing services under this Contract with a photo identification badge.

### **7.4 Background and Security Investigations**

- 7.4.1 Each of Contractor’s staff performing services under this Contract who is in a designated sensitive position, as determined by County in County’s sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor’s staff passes or fails the background investigation.

- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Section 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Security and Confidentiality**

- 7.5.1 Contractor shall maintain the confidentiality of all records, Data, information, including Personally Identifiable Information, documentation in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records, information, and Data.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole

judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor shall cause all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract and to adhere to the provisions of Exhibit H (Contractor Acknowledgement and Confidentiality Contract) and may use Data received from the County only to perform functions as defined by this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of Exhibit H (Contractor Acknowledgement and Confidentiality Contract).
- 7.5.5 The Contractor shall adhere to the "Information Security and Privacy Requirements" set forth in Exhibit I.
- 7.5.6 All Data is deemed confidential, and shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The County Data shall not be used by Contractor for any purpose other than as required under this Contract, nor shall such Data or any part of such Data be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- 7.5.7 In connection with this Contract and performance of the Services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information. When Contractor has to process such Personally Identifiable Information and/or transfer it, all will be subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable laws and regulations for the sole purpose of performing the Services. Without limiting any other warranty or obligation specified in this Contract, and in particular the confidentiality provisions of this Sub-Paragraph 7.5 (Security and Confidentiality), during the Contract Term and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not

disclose, distribute, sell, share, rent, or otherwise transfer any Personally Identifiable Information to any third party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) County's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, Data security, and consumer protection). Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Department Head or his/her designee. As used herein, the term "materially" is defined as being a change of more than ten percent (10%) of the Contract Sum, a change of more than 90 days to any period of performance, or a change in the work required which collectively increases or decreases the Contract Sum more than ten percent (10%) of the Contract Sum.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department Head or his/her designee.

8.1.3 The Department Head or designee with Board of Supervisors approval may authorize extensions of time as defined in Section 4.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department Head or designee.

## **8.2 ASSIGNMENT AND DELEGATION**

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-section, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same

remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

### **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within thirty (30) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Management of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Management within three (3) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so.

Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D (Contractor's EEO Certification).

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-section. The provisions of this Sub-section shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the contract.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the

Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-section shall be a material breach of this Contract.

## **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such

employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the

County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the

debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

**8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards.

Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or

State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-section 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### **8.20 FORCE MAJEURE**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-section as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case,

Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Sub-section, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The

Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Sub-section 7.5 (Confidentiality).

### **8.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

### **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration

dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Contracts Monitor  
Los Angeles County Registrar-Recorder/County Clerk  
Contracts Section  
12400 Imperial Highway, Suite 5115  
Norwalk, California 90650

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of or Change in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without

further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **8.24.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.8 Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or

eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.12 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.24.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **8.24.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

## 8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

### 8.25.4 **Unique Insurance Coverage**

- **Technology Errors and Omissions**

Technology Errors and Omissions insurance, including coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or

information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) solutions analysis, (2) solutions programming, (3) data processing, (4) solutions integration, (5) outsourcing, including outsourcing development and design, (6) solutions design, consulting, development, and modification, (7) training services relating to computer software or hardware, (8) management, repair, and maintenance of computer products, networks and solutions, (9) marketing, selling, servicing, distributing, installing, and maintaining computer hardware or software, (10) data entry, modification, verification, maintenance, storage, retrieval, or preparation of data output, and any other services provided by the vendor with limits of at least \$10 million.

- **Privacy/Network Security (Cyber)**

Liability coverage providing protection against liability for (1) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs) (2) solution breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems with limits not less than \$ 2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **8.26 LIQUIDATED DAMAGES**

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or designee, deems

are correctable by the Contractor over a certain time span, the Department Head or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit R, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Sub-section 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Sub-section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or

services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or

be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-section 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-section 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

## **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

## **8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County's Project Management and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Management or

County's Project Director is not able to resolve the dispute, the Department Head, or designee shall resolve it.

**8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit K of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E (County's Administration) and Exhibit F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The (Department Head, or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

**8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and

inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 PUBLICITY**

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.37 shall apply.

### **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary Data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

#### **8.39 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### **8.40 SUBCONTRACTING**

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the addressed identified below before any Subcontractor employee may perform any work hereunder:

Contracts Monitor  
Los Angeles County Registrar-Recorder/County Clerk  
Contracts Section  
12400 Imperial Highway, Suite 5115  
Norwalk, California 90650

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

#### **8.42 TERMINATION FOR CONVENIENCE**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-section 8.38 (Record Retention and Inspection/Audit Settlement).

#### **8.43 TERMINATION FOR DEFAULT**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-section 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-section.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-section 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes

beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As

used in this Sub-section 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this Sub-section 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Sub-section 8.43, or that the default was excusable under the provisions of Sub-section 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-section 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Sub-section 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.45 TERMINATION FOR INSOLVENCY**

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Sub-section 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45.3 In the event that Contractor shall: (1) make an assignment for the benefit of creditors or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) take any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permit any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more, causing Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, County shall have

the following rights: (i) in the event of a rejection of this Contract or any agreement supplementary hereto, County shall be permitted to retain and use any back-up or archival copies of the Licensed Program under this Contract for the purpose of enabling it to mitigate damages caused to County because of the rejection of this Contract; (ii) in the event of a rejection of this Contract or any agreement supplementary hereto, County may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of County to, as applicable, Contractor or the bankruptcy trustee or receiver, Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of County as County as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee or from a third-party escrow agent and shall, if requested, cause a copy of such Source Material(s) to be available to County; and (iii) in the event of a rejection of this Contract or any agreement supplementary hereto, County may retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code without prejudice to any of its rights under Section 503(b) of the Bankruptcy Code.

#### **8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of

the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 EFFECT OF TERMINATION**

8.48.1 In the event County terminates this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by County in writing: (a) Contractor shall continue the performance of this Contract to the extent not terminated. (b) Contractor shall cease to perform the Services being

terminated on the date and to the extent specified in such notice and provide to County all completed Services and Services in progress, in a media reasonably requested by County. (c) County will pay to Contractor all sums due and payable to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate). (d) Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prepaid fees if applicable. (e) Contractor shall promptly return to County any and all of the County's Confidential Information that relates to the portion of the Contract or Services terminated by County, including all County Data, in a media reasonably requested by County.

8.48.2 Expiration or termination of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

8.48.3 Contractor understands and agrees that County has obligations that it cannot satisfy without use of the Solution

provided to County hereunder or an equivalent solution, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Contract, Contractor shall fully cooperate with County in the transition of County to a new solution , toward the end that there be no interruption of

County's day to day operations due to the unavailability of the Solution during such transition.

8.48.4 For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("Transition Period"), Contractor shall assist the County in extracting and/or transitioning all County Data in the format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in a Change Order. In addition, upon the expiration or termination of this Contract, County may require Contractor to provide services in the form of Optional Work to assist County to transition Solution operations from Contractor to County or County's designated third party ("Transition Services"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Contract for any breach by Contractor, Contractor shall perform Transition Services at no cost to County. Contractor shall provide County with all of the Transition Services as provided in this Sub-paragraph 8.48.4. The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by County, other than a failure by County to timely pay the amounts due and payable hereunder.

8.48.5 Contractor shall promptly return to County any and all County Confidential Information, including County Data that relate to that portion of the Contract and Services terminated by County.

#### **8.49 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.50 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such

provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.51 WARRANTY AGAINST CONTINGENT FEES**

8.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.51.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.52 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

#### **8.53 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Section 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract,

failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### **8.54 TIME OFF FOR VOTING**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

- 9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has

been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State, the Department of Consumer and Business Affairs and Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a contract award.

## **9.2 DEFICIENCIES**

### **9.2.1 Deficiencies**

As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the Specifications or from published or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent or substandard workmanship, which results in the Solution not performing in accordance with the provisions of this Contract, including the SOW, as determined by County's Project Director in his reasonable judgment.

County shall also be entitled to the correction of Deficiencies which do not affect the performance of the Solution, or are not material

("Minor Imperfection"), provided, however, that the failure by Contractor to remedy such Minor Imperfection, so long as Contractor diligently continues to attempt to remedy such Minor Imperfection, shall not be deemed a breach of this Contract unless the cumulative effect of such Minor Imperfections is material to the performance of the Solution.

### **9.2.2 Corrective Measures**

County's Project Director shall notify Contractor in writing, or if not practicable, orally (with written notice to follow within three [3] Days) to either Contractor's Project Director or Project Manager, of any Deficiency. Upon a notice from County or Contractor's discovery of a Deficiency, Contractor shall promptly commence corrective measures to remedy such Deficiency in accordance with the provisions of this Contract including the SOW. Contractor shall diligently continue to remedy such Deficiency, including Minor Imperfections to its utmost capabilities. Contractor acknowledges that it may be required to repair, replace or reinstall all or any part of the Solution that is defective, including Software, or other material, or create an Update, in order to remedy any Deficiency.

### **9.2.3 Approval**

No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by County's Project Director, which approval shall not be unreasonably withheld.

## **9.3 WARRANTIES**

9.3.1 Contractor hereby represents and warrants to County that the Licensed Program, as applicable, shall perform in accordance with the Specifications set forth in the SOW, this Contract, and any related documentation, including any exhibits and amendments thereto, commencing the Effective Date until the expiration date of this Contract, including any Extension period thereafter.

9.3.2 Contractor represents and warrants that (a) Contractor has the full power and authority to grant the License and all other rights granted by this Contract to County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, (c) County is entitled to use Software without interruption of the Solution use, subject only to County's obligation to make the required payments and compliance with the terms of any applicable license Contract, (d) this Contract and any applicable Software, licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the Term, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of

County's use of the Solution, and any part thereof in accordance with this Contract, and (f) neither the performance of this Contract by Contractor, nor the license to, and use by, County and use of the Solution in accordance with this Contract will in any way violate any non-disclosure Contract, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

- 9.3.3 All Tasks, Subtasks, Deliverables, goods and services, and other Work shall be performed in a timely and professional manner by experienced, qualified and, if appropriate, licensed or certified personnel.
- 9.3.4 Contractor shall, in the performance of all Work strictly comply with the descriptions and representations (including, but not limited to, Deliverable Documentation, performance capabilities, accuracy, completeness, characteristics, Specifications, configurations, standards, functions and requirements) as set forth in the SOW.
- 9.3.5 Contractor shall supply sufficient staff to discharge its responsibilities here under in a timely and efficient manner, including as required to comply with Contractor's obligation under this Contract, including the SOW.
- 9.3.6 All documentation developed under this Contract shall be uniform in appearance.

## **9.4 MAINTENANCE, UPDATES, AND PROFESSIONAL SERVICES**

### **9.4.1 Maintenance and Support Services**

Without limiting Section 3.0 (Work), commencing upon the date on which Contractor achieves Acceptance of the Solution, Contractor shall provide support and maintenance services to maintain the Solution at optimal level and standard in the marketplace to allow the County to continue services at the level described in the Contract at no additional cost to the County. Without limiting the foregoing, Maintenance and Support Services shall include the provision of (a) all goods and/or Services necessary to correct any and all Deficiencies that occur during the Term of this Contract, including reprogramming Licensed Program, repairing or replacing Solution Hardware and re-performing Services, (b) County-

authorized upgrades, updates, enhancements, revisions, improvements, bug fixes, patches, and modifications, other than Programming Configurations, to the Licensed Program, in whole or in part, including to keep the Solution performing in accordance with applicable laws, rules and regulations, and to keep the Licensed Program operating in accordance with the Specifications and otherwise with this Contract, and (c) County-requested modifications and modifications to the Solution designed to revise the Solution to meet County's evolving business and/or technical requirements (together with all Source Code, object code and Documentation).

#### **9.4.2 Other Professional Services**

9.4.2.1 Upon the written request of County's Project Director made at any time and from time-to-time during the Term, Contractor shall provide to County "Other Professional Services," including additional training, on-site support beyond that which is deemed required Maintenance Services pursuant to this Sub-section 9.4.2 (Other Professional Services), or Appendix B (Statement of Work), and modifications to the Licensed Program that are requested by County's Project Director in order to create new functionality and modifications not required of Contractor by the SOW or included as part of Maintenance Services.

9.4.2.2 All Other Professional Services, including modifications, shall be provided by Contractor (i) if hourly work, at the hourly rate set forth in Exhibit B (Pricing Schedule), or (ii) if flat rate or per diem work, including additional training or certain on-site support, at the then current published rate for such Other Professional Services, which as of the Effective Date, are as set forth in Exhibit B (Pricing Schedule), the price of which flat rate services may be modified from time-to-time upon ninety (90) Days prior notice to County, plus in each instance the cost of any applicable materials.

9.4.2.3 Upon County's request for Other Professional Services, Contractor shall provide County, within seven (7) Days of receipt of such request, a solution design report, including but not limited to, a written quotation of a maximum fixed price, Design specification, solution impact, Contractor staff level recommended, estimated man-hours for completion of the requested Other Professional Services, if applicable,

and the cost of any applicable materials. Contractor's quotation shall be valid for sixty (60) Days from the date of its submission. In the event the requested Other Professional Services are completed by Contractor for an amount less than the quoted price, County shall owe Contractor the lesser of the maximum fixed price quoted to County, or the actual cost of completion. Approval of Other Professional Services, and payment therefore shall be in accordance with Section 3.0 (Work) and Sub-Section 5.5 (Invoices and Payments), respectively, of this Contract.

9.4.2.4 Should the cumulative price for all approved and proposed Other Professional Services exceed the dollars available for Other Professional Services, Contractor shall not be required to provide the proposed Other Professional Services unless County modifies Section 5.0 (Contract Sum), pursuant to Section 8.1 (Amendments) to increase the Contract Sum by the amount of the excess proposed Other Professional Services.

9.4.2.5 Upon completion, delivery and acceptance by County of any modifications, such modifications shall become part of and be included in the Licensed Program, as applicable.

## **9.5 SOLUTION TESTS AND ACCEPTANCE BY COUNTY**

### **9.5.1 General**

Each update or modification, whichever the case may be, shall achieve Acceptance by County when Contractor has completed the applicable Deliverable(s) and County's Project Management and Project Director have approved in writing, as to the Acceptance Testing of the Solution has operated thereafter for twenty (20) consecutive Days of production use with no Deficiencies as determined in the judgment of County's Project Management and Project Director, in accordance with all applicable Specifications, this Contract, and the Statement of Work (Appendix B). Contractor shall submit to County's Project Management and Project Director for approval, a Task/Deliverable Acceptance Certificate, in substantially the form attached hereto as Exhibit N (Task/Deliverable Acceptance Certificate), together with any supporting documentation reasonably requested by County.

### **9.5.2 Installation Tests**

Contractor shall conduct installation tests on each upgrade or modification to the Solution in accordance with Appendix B

(Statement of Work). Contractor shall give County notice of each of the installation tests, and designated representatives of County may observe the installation tests and verify the results as County deems necessary or appropriate. Upon satisfactory completion of each of the installation tests, Contractor shall deliver to County a written certification of completion of the applicable installation test in the form of a completed Task/Deliverable Acceptance Certificate signed by Contractor's Project Director. County will not unreasonably withhold acceptance and approval signature.

### **9.5.3 Acceptance Tests**

After Contractor delivers to County the completed Task/Deliverable Acceptance Certificate of the applicable installation tests, County may conduct any and all tests, at County's sole discretion, to determine Solution functionality and reliability with the active assistance of Contractor. The tests (collectively, the "Acceptance Tests") will include, but is not limited to, the following:

9.5.3.1 Initial Solution component test to determine whether each Solution component has been properly installed and is working in accordance with all applicable Specifications;

9.5.3.2 Integrated Solution component test to determine whether each Solution component interfaces and integrates with other Solution components already installed and whether each such Solution component can be used in the approved operating configuration and operates in accordance with all applicable Specifications and this Contract;

9.5.3.3 Final Solution test to ensure that all Solution components of the project and of all previous updates and modifications interface and integrate with Solution and each other in the approved operating configuration and operate in accordance with all applicable Specifications and this Contract.

### **9.5.4 Failed Acceptance Testing**

If County's Project Director makes a good faith determination that a Solution component has not successfully completed an Acceptance Test, County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Solution component or Solution failed to pass the applicable Acceptance Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as

possible, such necessary corrections, repairs and modifications to the Solution component or the Solution as will permit the Solution component and the Solution to be ready for retesting. Contractor shall notify County's Project Director when such corrections, repairs and modifications have been completed, and the Acceptance Tests shall begin again. If, after the applicable Acceptance Test has been completed for a second time, County's Project Director makes a good faith determination that the Solution component or Solution again fails to pass the applicable Acceptance Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Solution component or Solution failed to pass the applicable Acceptance Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the Solution component or the Solution as will permit the Solution component and the Solution to be ready for retesting. Such procedure shall continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Acceptance Test or (ii) that County has concluded in its sole judgment that satisfactory progress toward such successful completion is not being made, in which latter event County shall have the right, in County's sole judgment, to terminate this Contract in accordance with Section 8.43 (Termination for Default), as a non-curable default with respect to (i) one or more Solution components, or (ii) if County believes the failure to pass the applicable Acceptance Test materially affects the function or desirability to County of the Solution as a whole, the entire Contract.

#### **9.5.5 Certification of Completion**

After County's Project Director has determined that the Solution, as a whole, has achieved acceptance, as set forth in Section 9.5, County shall within thirty (30) Days issue a written certificate of completion.

### **9.6 OWNERSHIP AND LICENSE**

#### **9.6.1 Ownership**

9.6.1.1 The Licensed Program provided to County pursuant to this Contract, other than Third Party Software, shall remain the property of Contractor, and all such software is subject to the License granted to County pursuant to Sub-section 9.6.2 (License). Third Party Software shall remain the property of, and is subject to the licenses granted by its third party owner.

9.6.1.2 Ownership of Background Intellectual Property & Solution Software. Contractor retains all right, title and interest in and to any such Background Intellectual Property and Licensed Program (including any modifications thereto made by Contractor). However, to the extent Background Intellectual Property constitutes or is incorporated into Work Product or required for County to fully exploit such Work Product or the Solution , Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Background Intellectual Property constituting or incorporated into the Work Product or otherwise delivered to County in connection with this Contract, and provided further that the Background Intellectual Property is not separately commercially exploited by County. Any and all Background Intellectual Property which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL." Notwithstanding any other provision of this Contract, County shall not be obligated or liable in any way under this Contract for: (a) any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and (b) any Contractor proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

9.6.1.3 Ownership of County Data. All County Data provided or made accessible by County to Contractor is and shall remain the property of County. Upon termination or expiration of the Contract for any reason, or upon County's written request at any time, the Contractor shall provide County, at no additional cost and no later than fifteen (15) calendar days after the termination, expiration or the County's request, any County Data (including any County Data or information stored as part of the Solution ) or other proprietary Data belonging to the County stored within the Solution . Such Data will be provided to the County on an external media drive in a platform-agnostic format or in any specific format reasonably requested by County. At the County's option, the Contractor shall destroy all originals

and copies of all such Data, and other related information or documents.

9.6.1.4 Ownership of Work Product. Except for the Licensed Program and all modifications thereto, Contractor hereby assigns, transfers and conveys to County, exclusively and perpetually, all rights, titles, and interests throughout the world it may have or acquire in the Work Product, including without limitation all intellectual property or other proprietary rights (including without limitation copyrights, patents rights, trade secret right, rights of reproduction, trademark rights, rights of publicity, and the right to secure registrations, renewals, reissues, and extensions thereof) (collectively "Intellectual Property Right(s)) therein or otherwise arising from the performance of this Contract.

## **9.6.2 License**

9.6.2.1 Contractor hereby grants to County, effective as of the Effective Date, a perpetual, nonexclusive, irrevocable, royalty-free license, to use, including the right to, reproduce, modify, distribute the Licensed Program, and/or make derivative works, unless expressly restricted in this Contract (the "License").

9.6.2.2 To use the Licensed Program on an unlimited number of computers, servers, local area networks and wide area networks, for an unlimited number of users. The use of certain Third Party Software shall be subject to limitations as set forth in Section 9.8 (Third Party Software). This includes, but is not limited to, use by any and all cities, unincorporated areas and other governmental agencies that County may allow to access the Solution.

9.6.2.3 Contractor warrants (1) that it has full power and authority to grant the License and all other rights granted by this Contract to County, (2) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, and (3) that neither the performance of this Contract by Contractor, nor the license to, and use by, County and its users of the Solution or any part thereof in accordance with this Contract will any way violate any non-disclosure

Contract, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark,

patent, invention, proprietary information, or other rights of any third party.

## **9.7 OWNERSHIP OF MATERIAL, SOFTWARE, AND COPYRIGHT**

- 9.7.1 Except for the Licensed Program and any derivatives thereof, County shall be the sole owner of all rights, title and interest, including copyright, in and to all software, plans, reports, acceptance test criteria, acceptance test plans, the SOW, departmental procedures and processes, Data, diagrams, facilities, tools, and information developed by County or by Contractor pursuant to and for delivery to County under the Contract (hereinafter "County Product") which are originated or created through the Contractor's work pursuant to this Contract.
- 9.7.2 Except for the Licensed Program and any derivatives thereof, Contractor shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's rights, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.7.3 During the Term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy, and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.7.4 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Management as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.7.5 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are

safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.7.6 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Section 9.7.5 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Section 9.7.4 or for any disclosure which the County is required to make under any State or federal law or order of court.

9.7.7 All the rights and obligations of this Section 9.7 (Ownership of Material, Software and Copyright) shall survive the expiration or termination of this Contract.

9.7.7.1 Except for the Licensed Program and any modifications thereof, County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.7.7.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy, and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.7.7.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or

confidential, must be specifically identified by the Contractor to the County's Project Management as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.7.7.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.7.7.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-section 9.7.7.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-section 9.7.7.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.7.7.6 All the rights and obligations of this Sub-section 9.7.7 shall survive the expiration or termination of this Contract.

## **9.8 THIRD PARTY SOFTWARE**

9.8.1 Certain Licensed Program, being the operating software and no other software (hereinafter "Third Party Software"), is owned by third parties, and Contractor represents and warrants that it has not modified and will not modify, nor does Contractor have any need to modify, such Third Party Software in order for the Solution to fully perform in accordance with all requirements of this Contract. Contractor represents and warrants that it does not have any license or other right to modify such Third Party Software and that such Third Party Software shall be provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and warrants that such Third Party Software shall, together with the remainder of the Licensed Program, fully satisfy all requirements of the Contract without the need for any modification of the Third Party Software by Contractor or otherwise.

9.8.2 County acknowledges that it may have to execute certain third party license Contracts in respect to the Third Party Software. These third party license Contracts shall be at no cost to County and shall include reasonable terms and conditions as determined by County. To the extent that any such third party license Contract conflicts with this Contract as it applies to County's right to use the Licensed Program or modify the Licensed Program (other than the Third Party Software), Contractor shall take all necessary action and pay all sums required to provide County with all the rights to use and modify the Licensed Program (excluding modification of the Third Party Software) afforded by this Contract. Contractor warrants that whether or not such third party license Contracts are required of County, County shall receive licenses of all of the Third Party Software that will allow use of the Licensed Program in accordance with all of the terms of this Contract. Without limiting the foregoing, Contractor shall be responsible for acquiring for and delivering to County, at the cost of Contractor, licenses permitting the use of all other Third Party Software for an unlimited number of users, which licenses do not in any way limit County's rights pursuant to Section 9.6.2 (License).

9.8.3 In the event it nonetheless becomes necessary to modify such Third Party Software to satisfy any of the requirements of this Contract, Contractor shall promptly, at no cost to County, either: (1) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications or (2) to the extent that Contractor is unable to obtain such a license, provide an upgrade or alternative solution, which is functionally equivalent, in County's Project Director's and County Project Management's reasonable determination, in lieu of modifying such Third Party Software. If County exercises its option to terminate this Contract for convenience pursuant to Section 8.42 (Termination for Convenience), the obligations of Contractor as set forth in this Section 9.8 (Third Party Software) shall be null and void. Nothing herein shall require Contractor to pay for a new release, version, or revision of Third Party Software, which is not otherwise provided under maintenance and support.

## **9.9 OTHER PROPRIETARY CONSIDERATIONS**

9.9.1 Except for the Solution and all patent, copyright, trademark, trade secret and other proprietary rights therein, County shall be the sole owner of all rights, title and interest in and to all plans, reports, acceptance test criteria, acceptance test plans, statements of work, departmental procedures and processes, diagrams, facilities, tools, and information developed by County or by Contractor pursuant to

and for delivery to County under the Contract which are originated or created through the Contractor's Work pursuant to this Contract, and all patent, copyrights, trademark, trade secret and other proprietary rights therein (collectively "County Product").

- 9.9.2 Notwithstanding the foregoing, during the Term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy, and use at any time during, and for five (5) years subsequent to, the Term of this Contract, any and all such working papers and all information contained therein.
- 9.9.3 Contractor hereby transfers to County all of Contractor's right, title and interest in and to the County Product. Upon request of County's Project Director, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Product. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest in and to the County Product.
- 9.9.4 As requested in writing by County's Project Director, Contractor shall affix the following notice to County Product developed under this Contract: "© Copyright 20\_\_ (or such other date of first publication), County of Los Angeles. All rights reserved". Contractor shall affix such notice as directed by County.
- 9.9.5 Contractor shall take reasonable steps to protect all such County Product from loss or damage by any cause, including fire and theft.
- 9.9.6 The Solution and any other materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, together with all patent, copyright, trademark, trade secret and other proprietary rights (collectively "Contractor Product"), which the Contractor desires to use hereunder, and which the Contractor considers to be trade secret, proprietary or confidential, must be specifically identified by the Contractor to the County's Project Management as trade secret, proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Trade Secret", "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 9.9.7 Subject to Section 9.9.9 and Section 8.36 (Public Records Act), the County will use reasonable means to ensure that the Contractor Product is safeguarded and held in confidence. Subject to Section 9.9.9 and Section 8.36 (Public Records Act), the County agrees not to reproduce, distribute or disclose to non-County entities any such Contractor Product without the prior written consent of the Contractor.
- 9.9.8 Subject to Section 9.6.2 (License), Contractor hereby grants County an irrevocable license to use the Contractor Product for the Term.
- 9.9.9 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Section 9.9.7 for any of the Contractor Product which are not plainly and prominently marked with restrictive legends as required by Section 9.9.6 or for any disclosure which the County is required to make under any State or federal law or order of court.

#### **9.10 NEW TECHNOLOGY**

Without limiting Contractor's obligation to provide County Updates as a part of Maintenance and Support Services, Contractor and County acknowledge the probability that the technology of the

Solution (or any portion thereof) provided under the Contract will change and improve during the Term. County desires the flexibility to incorporate into the Solution any new technologies, as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies, and techniques, other than Updates, that Contractor considers being applicable to the Solution (or any portion thereof). Upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies, and techniques, and shall indicate the advantages and disadvantages of incorporating the same into the Solution, and provide an estimate of the impact such incorporation will have on the performance of the Solution (or

any portion thereof) and any impact on the Service cost. County, at its discretion, may request that the Contract be amended to incorporate the new technologies, methodologies and techniques

into the Solution (or any portion thereof) pursuant to the provisions of Section 8.1 (Amendments) of this Contract.

## **9.11 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNIFICATION**

9.11.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation

and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.11.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the Solution is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.11.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

## **9.12 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

9.12.1 This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities

Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.12.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.12.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.1.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

### **9.13 DATA DESTRUCTION**

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") Data and/or information, implied or expressed, have the sole responsibility to certify that the Data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. (<http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>).

The Data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the Data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County Data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County Data was destroyed and is unusable, unreadable, and/or undecipherable.

### **9.14 COUNTY INFORMATION TECHNOLOGY AND SECURITY POLICY**

9.14.1 This Contract is subject to the County's Information Technology and Security Policy codified in Section 6.100 of the Board of Supervisors Policy Manual.

### **9.15 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM**

9.15.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.15.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

9.15.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

9.15.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

QUEST INFORMATION SYSTEMS

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

LORI GLASGOW  
Executive Officer  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel

# EXHIBIT A

## STATEMENT OF WORK

INCLUDES EXHIBITS TO THE STATEMENT OF WORK

**STATEMENT OF WORK  
FOR  
CAMPAIGN FINANCE AND PROPOSITION B  
ELECTRONIC FILING SYSTEM SOLUTION**

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**STATEMENT OF WORK  
FOR  
CAMPAIGN FINANCE AND PROPOSITION B  
ELECTRONIC FILING SYSTEM SOLUTION**

**1.0 INTRODUCTION**

This Statement of Work (SOW) defines the scope of Work for the Campaign Finance and Proposition B (Prop B) Electronic Filing Solution (“Solution”) to be delivered by Contractor to the Department of Registrar-Recorder/County Clerk (RR/CC) under this Contract. This document also incorporates by reference all Contractor obligations set forth in the body of the Contract. Capitalized terms used herein shall have the meanings set forth in the body of the Contract and if such terms are not defined in the Contract, they shall have the meaning set forth in this SOW.

**2.0 BACKGROUND**

The County of Los Angeles is the largest election jurisdiction in the United States with close to five million registered voters and approximately 5,000 voting precincts in Countywide elections. The RR/CC is responsible for conducting statewide elections, Uniform District Election Law (UDEL) Elections for school and special districts, and special elections for State, federal, and County vacancies, school districts, and special districts upon request. These elections are generally held on regularly scheduled election dates established by State law.

The Department’s Campaign Finance Section (CFS) enforces regulations and ensures compliance with applicable provisions of the Political Reform Act (PRA) and the California Code of Regulations (CCR). Additionally, the CFS reviews and maintains approximately 138,000 campaign statements and 47,000 notices to as many as 5,000 Candidates and Officeholders, 4,000 Candidate Controlled Committees, 5,000 General Purpose Committees, and over 9,000 Major Donors in a given year. The CFS also works closely with other agencies including the Los Angeles County District Attorney, the California Fair Political Practices Commission (FPPC), the Attorney General, the California Secretary of State (SOS), and the Franchise Tax Board.

The Prop B Unit within the CFS ensures compliance with the Los Angeles County Ordinance Chapter 2.190 Political Campaigns for County Office, herein after referred to as Prop B, which is applicable to candidates for County offices of Assessor, District Attorney, Sheriff and the five (5) members of the Board of Supervisors (BOS). Prop B regulates the campaign contributions and expenditures of officeholders and candidates for the eight (8) elective county offices. A major provision of Prop B regarding Los Angeles County Ordinance Chapter 2.195 involves electronic campaign disclosure filings which requires candidates for County office, committees supporting or opposing those candidates, and committees supporting or opposing County ballot measures to file certain campaign statements and reports electronically when contribution or expenditure thresholds are met within the applicable reporting period to expeditiously provide access to these documents for the public.

### 3.0 SCOPE OF WORK

The RR/CC is soliciting for a “Solution” to administer a Countywide web-based electronic filing Solution for potential candidates, candidates, candidate controlled committees, treasurers, primarily formed committees, major donors, and independent expenditure committees to file their campaign finance disclosure statements, County forms, and FPPC forms as prescribed by the SOS using an online website which is compatible with current web browsers including, but not limited to, Internet Explorer, Firefox, Chrome, and Safari. *A list of commonly used forms and key data fields associated with the forms above are shown in Appendix C, Exhibit 1. Also, additional functional specifications related to Appendix C, Exhibit 1 are shown in Appendix C, Exhibit 2.* See Contractor’s Specific Work Requirements in Section 12.0 for detailed information.

### 4.0 DEFINITIONS

- 4.1 “CAL-Access File” as used herein shall mean a file that contains financial information supplied by state candidates, donors, lobbyists, and others.
- 4.2 “Campaign Statement[s]” as used herein shall mean an itemized report which is prepared on a form prescribed by the California Fair Political Practices Commission (FPPC) and which provides the information required by Chapter 4 of this title.
- 4.3 “Candidate” as used herein shall mean an individual who is listed on the ballot or who has qualified to have votes or write-in votes on his or her behalf counted by election officials, for nomination for or election to any elective office, or who receives a contribution or makes an expenditure or gives his or her consent for any other person to receive a contribution or make an expenditure with a view to bringing about his or her nomination or election to any elective office, whether or not the specific elective office for which he or she will seek nomination or election is known at the time the contribution is received or the expenditure is made and whether or not he or she has announced his or her candidacy or filed a declaration of candidacy at such time. “Candidate” also includes any officeholder who is the subject of a recall election. An individual who becomes a candidate shall retain his or her status as a candidate until such time as that status is terminated pursuant to Government Code Section 84214.
- 4.4 “Committee” as used herein shall mean any person or combination of persons who directly or indirectly does any of the following: (a) Receives contributions totaling one thousand dollars (\$1,000) or more in a calendar year; (b) Makes independent expenditures totaling one thousand dollars (\$1,000) or more in a calendar year; or (c) Makes contributions totaling ten thousand dollars (\$10,000) or more in a calendar year to or at the behest of candidates or committees. A person or combination of persons that becomes a committee shall retain its status as a committee until such time as that status is terminated pursuant to Government Code Section 84214.

- 4.5 “Contract” as used herein shall mean the contract executed between County and Contractor which sets forth the terms and conditions for the issuance and performance of the Exhibit B (Statement of Work).
- 4.6 “Contract Deficiency Report” as used herein shall have the same meaning as set forth in Section 7.2 of Exhibit B (Statement of Work).
- 4.7 “Contractor” as used herein shall have the same meaning as set forth in the Recitals.
- 4.8 “Contractor’s Project Manager” as used herein shall have the same meaning as set forth in Appendix A, Section 7.1 (Contractor’s Project Manager).
- 4.9 “Controlled Committee” as used herein shall mean a committee that is controlled directly or indirectly by a candidate or state measure proponent or that acts jointly with a candidate, controlled committee, or state measure proponent in connection with the making of expenditures. A candidate or state measure proponent controls a committee if he or she, his or her agent, or any other committee he or she controls has a significant influence on the actions or decisions of the committee. Notwithstanding the above, a political party committee, as defined in Government Code Section 85205, is not a controlled committee.
- 4.10 “Core Application Software” as used herein shall mean all Core Application Software, modifications, and programming modifications supplied by Contractor pursuant to this Contract.
- 4.11 “County” as used herein shall mean the County of Los Angeles.
- 4.12 “County’s Project Director” as used herein shall have the same meaning as set forth in Appendix A, Section 6.1 (County’s Project Director).
- 4.13 “County’s Project Management” as used herein shall have the same meaning as set forth in Appendix A, Section 6.2 (County’s Project Management).
- 4.14 “County’s Project Monitor” as used herein shall have the same meaning as set forth in Appendix A, Section 6.3 of this Contract. Responsibility includes, but is not limited to, inspections of any and all tasks, deliverables, goods, services and other Work provided by the Contractor.
- 4.15 “Cumulative amount” means the amount of contributions received or expenditures made in the calendar year except as follows: (a) For a filer required to file a campaign statement or independent expenditure report in one year in connection with an election to be held in another year, the period over which the cumulative amount is calculated shall end on the closing date of the first semiannual statement filed after the election. (b) For a filer required to file a campaign statement in connection with the qualification of a measure which extends into two calendar years, the period over which the cumulative amount is calculated shall end on December 31 of the second calendar year. (c) For a

person filing a campaign statement with a period modified by the provisions of this section, the next period over which the cumulative amount is calculated shall begin on the day after the closing date of the statement.

- 4.16 "Day or Days" whether capitalized or not, shall mean calendar day(s), not business or working days, unless otherwise specified.
- 4.17 "Deficiency(ies)" as used herein shall have the same meaning as set forth in Appendix A, Section 9.2 (Deficiencies).
- 4.18 "Deliverable" as used herein shall mean the completed Tasks, subtasks, and/or other services identified in Exhibit B (Statement of Work) provided by Contractor under this Contract.
- 4.19 "Department of Registrar-Recorder/County Clerk" or "RR/CC" as used herein shall mean the County of Los Angeles Department and staff responsible for Campaign Finance and Prop B services to the public. RR/CC Headquarters is located at 12400 Imperial Highway, Norwalk, California 90650.
- 4.20 "Documentation" as used herein shall mean any and all written materials, including User manuals, operating manuals, quick reference guides, training materials, and all other User instructions regarding the capabilities, operations, installation for and support of the Solution Software.
- 4.21 "E-Filer" as used herein shall mean the person filing or required to file any statement or report. E-Filers include "ballot measure committees".
- 4.22 "Effective Date" as used herein shall mean the date on which this Contract has been executed by an authorized representative of the Contractor and has been approved by the Los Angeles County Board of Supervisors.
- 4.23 "Election" as used herein shall mean any Federal, State or local election conducted by County or its designees for electing candidates wherein the electorate votes on offices and/or measures.
- 4.24 "Election Day" as used herein shall mean the date of any Election as determined by County, or its designee, or applicable Federal or State authorities.
- 4.25 "Filer" as used herein shall mean the person filing or required to file any statement or report.
- 4.26 "Filing Obligations" as used herein shall mean once a Filer has met certain obligations, such as fundraising \$1,000 or more, then the Filer is required to file specific forms and to report their contributions and expenditures.
- 4.27 "Filing Period" as used herein shall mean the beginning and ending dates when the E-Filer has received contributions and accumulated expenditures.

- 4.28 “Filing Schedules” as used herein shall mean the reported deadline dates issued by the Fair Political Practices Commission (FPPC) when Filers must identify on a specific form their contributions and expenditures related to elections and non-election deadlines.
- 4.29 “Fair Political Practices Commission” or “FPPC” as used herein shall reference the entity created by the Political Reform Act of 1974 (Act) and adopts or amends regulations, develops required forms, prepares manuals and instructions, aids agencies and public officials with record keeping and reporting, and maintains a central file of statements of economic interests (SEI) for certain state and local officials.
- 4.30 “General Elections” as used herein shall mean an election conducted in November of even numbered years (i.e., 2016, 2018, 2020, etc.).
- 4.31 “General Purpose Committee” as used herein shall mean all committees pursuant to (b) or (c) of Government Code Section 82013, and any committee pursuant to (a) of Government Code Section 82013 which is formed or exists primarily to support or oppose more than one candidate or ballot measure, except as provided in Government Code Section 82047.5.
- 4.32 “Independent Expenditure” as used herein shall mean an expenditure made by any person, including a payment of public moneys by a state or local government agency, in connection with a communication which expressly advocates the election or defeat of a clearly identified candidate or the qualification, passage or defeat of a clearly identified measure, or taken as a whole and in context, unambiguously urges a particular result in an election but which is not made to or at the behest of the affected candidate or committee.
- 4.33 “Interface(s)” as used herein shall mean any Solution Software, including source code, object code and related Documentation, required to complete the interface(s) between such and any required County software programs.
- 4.34 “Major Donor (Committee)” as used herein shall mean an individual or entity (e.g., corporation, firm, business, or proprietorship) that makes one or more contributions to state or local candidates, ballot measure committees, or other committees (including political parties and PACs) totaling \$10,000 or more in a calendar year. A major donor committee does not receive contributions in order to make contributions but instead uses its funds to make contributions.
- 4.35 “Penalties” as used herein shall mean fees assessed if the Filer does not meet the requirements of the Political Reform Act, Fair Political Practices Commission, and/or the Proposition B Ordinance.
- 4.36 “Political Reform Act” or “PRA” as used herein shall mean a disclosure law that regulates restrictions and prohibitions on receiving contributions and spending campaign funds.

- 4.37 “Primarily Formed Committee” as used herein shall mean a committee pursuant to subdivision (a) of Government Code Section 82013 which is formed or exists primarily to support or oppose any of the following: a single candidate, single measure, group of specific candidates being voted upon in the same city, county, or multicounty election, or two or more measures being voted upon in the same city, county, multicounty, or state election.
- 4.38 “Primary Election” as used herein shall mean an election conducted in June of even numbered years (i.e., 2016, 2018, 2020, etc.).
- 4.39 “Programming Modifications” as used herein shall mean those software modifications, object code and related Documentation which County may request, and which Contractor shall provide, in accordance with Exhibit B (Statement of Work). Any modifications shall become part of the core product to all customers.
- 4.40 “Proofread” or “Proofreader” as used herein shall mean the method of or individual reviewing the hard copy campaign statement to the one the data entry operation typed into the solution. This is to ensure the data entry operator correctly typed the information from the hard copy into the solution. It is a quality control check completed by the County.
- 4.41 “Registrar-Recorder/County Clerk” as used herein shall mean the Department Head of the Department of the Registrar-Recorder/County Clerk.
- 4.42 “Registrar-Recorder/County Clerk Administrator” or “RR/CC Administrator” as used herein shall mean any authorized/designated RRCC manager, supervisor, or staff person serving as a section or unit lead who will be able to access and interface with the solution for purposes of executing any number of campaign finance business process tasks.
- 4.43 “Scheduled Elections” as used herein shall include the Uniform District Election Law (UDEL), Primary and General Elections. The UDEL Elections are scheduled in November of odd numbered years (i.e., 2017, 2019). The Primary Elections are scheduled in June of even numbered years (2016, 2018). General Elections are scheduled in November of even numbered years (2016, 2018).
- 4.45 “Special Election” as used herein shall mean an unscheduled election where the RR/CC is notified by the Board of Supervisors of the County, Governor, or in some cases is requested by a local jurisdiction as to the services the County is to provide. Special Elections are elections conducted when called, on an as-needed basis.
- 4.46 “Specifications” as used herein means all functional operation requirements, features, standards and deliverables as set forth in the Contract and SOW, and any approved Work order for Other Professional Services, including Programming Modifications.

- 4.47 "Statement of Work" or "SOW" as used herein shall mean Appendix B attached to this Contract, which includes Tasks, subtasks, and Deliverables required under this Contract.
- 4.48 "Status Report" as used herein shall have the same meaning as set forth in the SOW.
- 4.49 "Subcontractor" as used herein shall mean any person, entity, or organization to which Contractor proposes to delegate or has delegated any of its obligations hereunder in accordance with Appendix A, Section 8.40 (Subcontracting).
- 4.50 "Solution" as used herein shall mean all software, conversions, Interfaces, and Services described in this Contract and as otherwise agreed to in writing by Contractor and County pursuant to Appendix A, Section 8.1 (Amendments), collectively comprising the Solution.
- 4.51 "Solution Implementation Plan" as used herein shall mean the plan completed by the Contractor that documents and describes discrete planning steps and methodology for completion of all Contractor tasks and subtasks listed in the Contract, SOW, and any amendments to the Contract. The Plan shall also contain administrative, operational, and technical procedures for preparing and loading the Solution with County's data. See Section 12.3 for detailed information.
- 4.52 "Solution Software" as used herein shall mean all Software supplied by Contractor pursuant this Contract. References to the Solution Software may include one or more components or modules thereof or all Software in the Solution.
- 4.53 "Task" as used herein shall mean one or more major areas of Work to be performed under this Contract and identified as a numbered Task in the SOW.
- 4.54 "Term" as used herein shall have the same meaning as set forth in Appendix A, Section 4.0 (Term of Contract)
- 4.55 TRACCER: The RR/CC's in-house system (Track Registrar-Recorder's Automated Campaign Contributions Electronic Reports) is for use only by candidates and officeholders. However, the public can view and search these statements online. The system also allows Proposition B candidates and officeholders for Countywide offices (Assessor, all five Board of Supervisors districts, District Attorney and Sheriff) to file campaign disclosure statements online directly with the RR/CC.
- 4.56 "Uniform District Election Law" (UDEL) (also known as Local and Municipal Consolidated Elections) as used herein shall mean an election conducted in November of odd number years (i.e., 2017; 2019; etc.).

- 4.57 "User" as used herein shall mean any person or entity, RR/CC or otherwise, authorized to access or use the Solution.
- 4.58 "Work" as used herein shall mean any and all Tasks, subtasks, Deliverables, Programming Modifications, goods, and other Services performed by or on behalf of Contractor (including by Subcontractors, if any) pursuant to this Contract, the SOW and all the Exhibits, change orders, and amendments hereto.

## **5.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

- 5.1 All changes must be made in accordance with Sub-section 8.1 Amendments of the Contract.

## **6.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the RR/CC a consistently high level of service throughout the term of the Contract. The Plan shall be submitted for review and approval to the County Contract Project Monitor at a mutually agreed upon date decided by RR/CC and Contractor during the Kick-Off Meeting. The plan shall include, but may not be limited to the following:

- 6.1 Method of monitoring, validating and verifying to ensure that Contract requirements are being met;
- 6.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

## **7.0 QUALITY ASSURANCE PLAN**

The County shall evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Section 8.0 (Standard Terms and Conditions), Sub-section 8.15, County's Quality Assurance Plan.

### **7.1 Meetings**

Contractor is required to attend all scheduled meetings in person or via teleconference as mutually agreed upon by County and Contractor for the term of the Contract.

### **7.2 Contract Deficiency Report**

Verbal notification of a Contract Deficiency, or issue that the County has observed, shall be made to the Contracts Section Manager by County's Project Management or designee as soon as possible whenever a Contract Deficiency is identified. The

problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The Contracts Section Manager shall determine whether a formal Contract Deficiency Report (Appendix C, Exhibit 3) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Contracts Section Manager within three (3) work days, acknowledging the reported Deficiencies or presenting contrary evidence. A plan for correction of all Deficiencies identified in the Contract Deficiency Report shall be submitted to County's Project Management or designee and Contracts Section Manager within three (3) work days. Contractor shall resolve Deficiency within five (5) business days after plan of correction is submitted or a time period mutually agreed upon by County and Contractor.

### **7.3 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

## **8.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

### **COUNTY**

#### **8.1 Personnel**

The County shall administer the Contract according to the Contract, Section 6.0 Administration of Contract - County. Specific duties shall include:

- 8.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 8.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 8.1.3 Preparing Amendments in accordance with the Contract, Section 8.0 (Standard Terms and Conditions), Sub-section 8.1 (Amendments).

### **CONTRACTOR**

#### **8.2 Project Manager**

- 8.2.1 Contractor shall provide a dedicated Project Manager and a designated alternate. County must have access to the Project Manager during all

hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached.

Project Manager shall be accessible on weekends during major election periods and must be able to be reached through twelve midnight (12:00 A.M. PT) on every filing date, which includes 1<sup>st</sup> and 2<sup>nd</sup> semi-annual and all pre-election filing deadlines. Support provided by Project Manager after initial implementation phase shall include services beyond the standard service provisions described in Section 9.4 (Maintenance, Updates, and Professional Services) of Appendix A.

- 8.2.2 Project Manager shall act as a central point of contact for the County. If Project Manager is not available, an alternate must be assigned at least 24 hours prior to their absence.
- 8.2.3 Project Manager shall have 5 years of experience within the last 7 years of project management experience managing technology projects for public agencies (preferably at [any] County level).
- 8.2.4 Project Manager and/or alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

### **8.3 Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 7:00 A.M. PT to 7:00 P.M. PT, Monday through Friday, by at least one employee who can respond effectively to inquiries and complaints. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within forty-eight (48) hours of receipt of the call.**

### **8.4 Personnel**

- 9.4.1 In the event Contractor employees are on-site, Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 8.4.2 Contractor shall be required to background check their employees as set forth in Sub-section 7.4 (Background and Security Investigations) of the Contract.

## **8.5 Uniforms/Identification Badges**

8.5.1 Contractor employees assigned to County facilities shall wear professional business attire or appropriate uniform at all times. All uniforms, as required and approved by the Project Director or designee, shall be provided by and at Contractor's expense.

8.5.2 Contractor shall ensure their employees are appropriately identified as set forth in Sub-section 7.3 (Contractor's Staff Identification) of the Contract.

## **8.6 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

## **8.7 Training**

8.7.1 Contractor shall provide training programs for all new County and Contractor employees as well as continuing in-service training for all County and Contractor employees.

8.7.2 If applicable, all employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

## **9.0 GREEN INITIATIVES**

9.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

9.2 Contractor shall notify County's Project Management of Contractor's green initiatives prior to the contract commencement and each corresponding year around the time of the execution date (if applicable).

## **10.0 WORK SCHEDULES**

10.1 As needed during the implementation phase and term of the Contract, Contractor shall submit for review and approval a work schedule to the County Project Director within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

- 10.2 As needed during the implementation phase and term of the Contract, Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Management for review and approval within two (2) working days prior to scheduled time for work.

## **11.0 UNSCHEDULED WORK**

- 11.1 County Project Management or designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence.
- 11.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 11.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 11.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 11.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

## **12.0 CONTRACTOR'S SPECIFIC WORK REQUIREMENTS**

### **12.1 SOLUTION IMPLEMENTATION TIMELINE**

- 12.1.1 PHASE 1.  
Deliverables for Component One shall be completed, tested, and have 100% functionality no later than ninety (90) days from the date of the kick-off meeting identified in Section 12.2.
- 12.1.2 PHASE 2.  
Deliverables for Component Two shall be completed, tested, and have 100% functionality no later than ninety (90) days from the completion and acceptance of Phase 1.
- 12.1.3 PHASE 3.  
Deliverables for Component Three and Component Four shall be completed, tested, and have 100% functionality no later than

January 31, 2017. *The Solution must be **fully** operational by this date, unless expressed written consent related to an extension is granted by the County.*

## **12.2 KICK-OFF MEETING**

- 12.2.1 Contractor shall attend a mandatory kick-off meeting within five (5) days of the effective date of the contract. The meeting shall be held at the RR/CC located at 12400 Imperial Highway, Norwalk, CA 90650.
- 12.2.2 During the kick-off meeting, the RR/CC shall provide an overview of its operation (including the Campaign Finance Statement Process Flowchart as shown in Appendix C, Exhibit 4), introduce Contractor to RR/CC staff, respond to questions and answers, and discuss tasks, deliverables, and associated timeframes with Contractor.

*Deliverable 12.2: Onsite kick-off meeting to occur within five (5) days of the effective date of the contract.*

## **12.3 SOLUTION IMPLEMENTATION PLAN**

Contractor shall develop and deliver a comprehensive and detailed Solution Implementation Plan ("Plan") to the RR/CC within ten (10) days of RR/CC's notification of contract approval by the BOS that describes discrete planning steps and methodology for completion of all Contractor tasks and subtasks listed in the Contract, SOW, and any amendments to the Contract. The Plan shall also contain administrative, operational, and technical procedures for preparing and loading the Solution with County's data. **Contractor should note that 100% completion and final testing of the Solution is expected by January 31, 2017.**

A Task/Deliverable Acceptance Certificate (Appendix C, Exhibit 5) shall be signed by Contractor's Project Director prior to being sent to County's Project Director for signoff for each Deliverable in the Contract. All Deliverables require written *acceptance* and approval by the County in accordance with the Contract before they shall be considered complete.

*Deliverable 12.3: Solution Implementation Plan identified above shall be completed and delivered to County within ten (10) days of contract award by the Board of Supervisors.*

## **12.4 SOLUTION COMPONENTS**

The web-based electronic Solution shall have four (4) major components: Online Customer Module, RR/CC Administrator, Proposition B Compliance Module, and Records Retention, Storage, and Transfer of Data.

## **12.4.1 COMPONENT ONE: ONLINE CUSTOMER MODULE**

The Online Customer Module shall have two (2) types of customers: E-Filer and Public.

### **12.4.1.1 CUSTOMER ONE: E-FILER**

The E-Filer shall have the ability to perform the following tasks within the Solution:

- A. The E-Filer shall be provided with a password and log-in ID by the RR/CC Administrator or issued directly using the Contractor's Online Solution without assistance from the RR/CC.
- B. E-Filers shall be required to authenticate themselves through a process that requires input of additional information beyond their log-in ID and password to detect and prevent batch submissions (e.g. Captcha) or impersonation of E-Filers.
- C. E-Filers shall upload their campaign states, forms, and documents from a CAL access file.
- D. The Solution shall validate the filing submitted through the upload and notify the E-Filer that the filing was accepted, but with errors, or if declined, cite the specific reason(s) for the decline and request to contact the RR/CC for form issues and Contractor for technical issues. The Solution must generate an Electronic Verification Form (Appendix C, Exhibit 6) that the Filer must print, sign, and mail back to the RR/CC within a set timeframe of filing their statement.
- E. E-Filers shall input their campaign contribution and expenditure information directly into the online Solution.
- F. E-Filers shall have access to run reports of their past filings, data entered, and any penalty fees or outstanding invoices.
- G. E-Filers shall have access to view their transaction history.
- H. E-Filers shall have access to a message center where they can receive messages and notification letters from the RR/CC Administrator, supervisor, and staff. The Solution must hold the email messages for at least 30 days from the date they were sent by the RR/CC. The Solution shall link the message center to the centralized RR/CC email addresses ([campaignfinance@rrcc.lacounty.gov](mailto:campaignfinance@rrcc.lacounty.gov) and [propositionB@rrcc.lacounty.gov](mailto:propositionB@rrcc.lacounty.gov)). The email addresses must be available on the website to allow Filers to send messages to the County.

- I. The Solution shall create a unique ID that conforms with rules and schema specified by the RRCC. The unique ID shall guarantee uniqueness among all filers and be generated when the filer profile is created. The Solution shall store and allow the RR/CC to edit all filings by individual statement periods in alphabetical order by committee name and alphanumerical order by unique committee or candidate ID. (More specific reporting requirements are included in the Reporting Section).
- J. The Solution shall allow RR/CC to create comment logs on the filer's profile that shall NOT be available for viewing to the E-Filer. *The comments shall be for internal viewing only.* The Solution must have two separate types of comment logs, 1) FPPC (Fair Political Practice Commission Internal log) and 2) RRCC (Department of Registrar-Recorder/County Clerk Internal Log). The logs should be available through a drop down menu for the County staff to select either FPPC or RRCC.
- K. The Solution shall allow the E-Filer to scan and upload documents to their profile and indicate the date received and how the document was received. The Solution must request authorization from the RR/CC to allow the Filer to submit scanned hard copies. All scanned documents from the Filer, must be held for review and approval prior to posting on the website. The hard copies that are scanned into the Solution shall not be immediately available to the public for viewing until the RR/CC reviews and redacts the documents.
- L. The Solution shall notify the County that the E-Filer has uploaded documents to their profile.
- M. The Solution shall allow the E-Filer to send E-mails or messages through the Solution to the County.

*Deliverable 12.4.1.1: Tasks A-L identified above shall be completed and delivered to County within ninety (90) days of contract award by the Board of Supervisors.*

#### **12.4.1.2 CUSTOMER TWO: PUBLIC**

The Public shall have the ability to perform the following tasks within the Solution:

- A. The public shall have access to the Solution without the use or issuance of a password and log-in ID.
- B. The public shall have access to view redacted campaign statements from candidates and committees through a search and view using internet access as soon as the E-Filer uploads and submits their filing.

- C. The public shall have access to view redacted forms scanned and uploaded into the Solution.
- D. The public shall have access to download the campaign data into other formats such as Microsoft Excel and Adobe PDF.
- E. The public shall have access to the raw data in the Solution to allow people with technical expertise to create their own databases in addition to presenting campaign finance on a user-friendly website certified by the Secretary of State.
- F. The public shall have access to search the Solution based on the following fields: Election Type, Election Name, Election Date, Data range, Candidate/Committee Name, Filing Period, Dollar amount, Dollar amount range, and possible violations by Non-Prop B Filers.
- G. Public Access Portal
  - o The Solution shall allow the public to view redacted (see government code regulation) campaign statements and forms submitted for current and past elections utilizing the online website/application as soon as the filing is accepted. Past elections may include but not be limited to Primary, General, and Special Elections dating back to the year 2000.
- H. The Solution shall allow the public to search campaign filings by using the following: Candidate name, Election Office/Contest, Election Date, Filing Deadline Date, Treasurer, Candidate Committee, Major Donor "Doing Business As" (DBA) Name, and Committee names.
- I. The Solution shall allow the public to view and create various contribution and expenditure totals based on parameters selected using the search fields available on the website.
- J. The Solution shall allow the public to download reports of campaign filings by using data fields such as the following: Candidate name, Election Office/Contest, Election Date, Filing Deadline Date, Treasurer, Candidate Committee, Major Donor DBA Business Name, and Committee names.
- K. The Solution shall allow the public to view contribution totals and expenditure totals based on parameters the public set to search based on electronic filings.
- L. The Solution shall allow the public to request the purchase of un-redacted copies of campaign statements and forms by using the link to the RR/CC's centralized email addresses ([campaignfinance@rrcc.lacounty.gov](mailto:campaignfinance@rrcc.lacounty.gov) and [propositionB@rrcc.lacounty.gov](mailto:propositionB@rrcc.lacounty.gov)) available on the website.

*Deliverable 12.4.1.2: Tasks A-L identified above shall be completed and delivered to County within ninety (90) days of contract award by the Board of Supervisors.*

## **12.4.2 COMPONENT TWO: RR/CC ADMINISTRATOR MODULE**

The RR/CC Administrator shall have specific features included in the Solution that shall allow the RR/CC Administrator, Supervisors, and staff to efficiently complete the business process prescribed by California State laws, County of Los Angeles ordinances, and RR/CC policies.

The second component is made up of three (3) key areas:

### **12.4.2.1 AREA 1: COUNTY ADMINISTRATIVE RESPONSIBILITIES**

- A. The Solution shall allow the access level of RR/CC Administrator to create and issue passwords and log-in IDs to customers who have a filing obligation or who could potentially have a filing obligation.
- B. The Solution shall allow the RR/CC Administrator to create and issue passwords and log-in IDs to RR/CC staff to perform their review process, input campaign statements, forms, and other documents for customers who have a filing obligation or who would potentially have a filing obligation and not required to electronically upload their documents online.
- C. The passwords and log-in IDs must be issued based on different user access and security levels for RR/CC staff. (Please see specific County access levels below).
- D. All passwords in the Solution must adhere to RR/CC security policies and be strong passwords (minimum 8 characters with including 3 of the 4 of the following: Upper case letters, lower case letters, numbers, and special characters). The Solution must require passwords be changed every 90 days and passwords must not reuse any of the previous three passwords.
- E. The Solution shall allow the RR/CC at all levels (refer to Section 12.4.2) to upload FPPC Campaign Disclosure Forms (listed below) in the most current version of the CAL-Access format.
- F. The Solution shall allow the RR/CC at all levels (refer to Section 12.4.2) to track filers, their filing obligations, and any fines or penalties outstanding and paid through a reporting system. (See below for reporting requirements).
- G. The Solution shall allow the RR/CC at all levels (refer to Section 12.4.2) to scan redacted FPPC Campaign Disclosure Forms and other documents to the filers profile and make comments on the profile. The comments section must be printable and available in the data fields when running reports.

- H. The Solution shall allow the RR/CC at all levels (refer to Section 12.4.2) to scan un-redacted hard copy filings for posting to the internal searchable kiosk available at the RR/CC in Norwalk.
- I. The Solution shall allow the RR/CC to create, store, and edit general and specific information about Filers.
- J. The Solution must have a report that can be generated to track transaction history. Transaction history shall contain the date and time, person's name creating the history, the transaction type (new or edit or comment), and the profile information.
- K. The Solution must have a feature to track candidates who are NOT QUALIFIED to run for office.

*Deliverable 12.4.2.1: Tasks A-J identified above shall be completed and delivered to County within ninety (90) days of completion of Component One.*

#### **12.4.2.2 AREA 2: NOTIFICATION LETTER MODULE**

- A. The Solution shall track and calculate penalties and late fees based on whether the Filer has complied with their filing obligations by the cumulative number of days after the deadline.
- B. The calculation and reporting of penalties and late fees shall be a cumulative amount of all violations which shall be available by line item, subtotal, and total. The actual fine calculation of fees shall be determined by the Solution using a formula not to exceed the highest cumulative total of contributions or expenditures for the current filing period.
- C. The Solution shall have a comprehensive letter notification module with a printing feature and customized page layout options including size of paper, font style, color, and font size.
- D. The Solution shall have a letter notification module that allows the RR/CC to create various types of letters and letter templates that can be saved in Adobe Acrobat PDF for within the Solution for the duration of the contract. The County retains full rights to control the transfer, deletion or archive of all letters and letter templates obtained through the course of this Contract. The Solution shall have the capability to store and save the completed letters to the Filers profile.
- E. The Solution shall have a letter notification module that allows RR/CC staff to add selected letters to a batch that will be printed in a set print file.
- F. The Solution shall have a letter notification module that automatically includes Filers with filing obligations to be included in a Batch based on criteria created once the Campaign Disclosure Form is received. The

profile should be automatically flagged based on the date received and set criteria for selecting all profiles with the flag to be included in the print batch.

- G. The Solution shall have a letter notification module that generates letters based on non-filings:
- A late filer letter when a filer misses a required filing deadline. The Solution must track the number of days the letter has not been received to report on the letter the total penalty amount.
  - A final enforcement letter to the County of Los Angeles Treasurer and Tax Collector and to the FPPC after a set number of late filer letters have been generated. The number of letters shall be set by the RR/CC through a request to the Contractor.
  - A courtesy notice letter shall be a reminder to the filer they have an upcoming filing deadline.
  - The Courtesy Notice letter generation should be customizable depending on the filing period and due date ranges.
  - The Solution shall generate notification letters each time there is a new filing requirement or a change to an existing filing requirement.
  - The Solution shall generate notification letters each time the filer submits a form that requires a preceding form or a subsequent form based on the form received (for example, receiving a 460 without receiving a qualified 410 to create a committee). *Please see Appendix C, Exhibit 2 that outlines the filer type and characteristics that will trigger the Solution to create letters and reports on filing requirements for all types of Filers.*
- H. The Solution shall have a letter notification module that generates a penalty notice letter when a Filer misses a filing deadline and then subsequently files a disclosure statement after the filing date. The penalty notice must contain information about the total fine amount associated with the late filing include the fine amount and the date the amount is due.
- I. The Solution must calculate the penalty amount based on the number of days late and any grace period deemed necessary.
- J. The Solution shall have a letter notification module that generates a waiver letter to waive the full or partial amount of the penalty and the Solution must also generate a letter based on the rejection or denial of a waiver.
- K. The Solution shall have a letter notification module that generates an amendment letter once the RR/CC staff have reviewed statements and determined that the filing needs to be amended. The amendment letter

must be in an editable form that allows County staff to include all of the areas that need to be amended for hard copy filings:

- Amendment letters that are generated by the Solution for E-Filers must auto-populate based on the criteria set and match the validation performed by the Solution at the time the FPPC forms are uploaded and notified by the Solution to the E-Filer that the form was accepted, or if declined, explain why the filing was declined by listing all the areas on the form(s) that are inaccurate or missing information.
- L. The Solution shall have a letter notification module that generates a standard termination letter when a FPPC form 410 has been approved and flagged in the Solution.
- M. The Solution shall have a letter notification module that allows the RR/CC to preview the letters prior to printing for quality control check.
- N. The Solution shall have a letter notification module that auto populates filer's name and addresses in a single letter and batches multiple letters for mailing. The Solution must allow a single letter to be deleted or removed from the batch without deleting the entire batch. The Solution must allow the RR/CC to edit a single letter in the batch without deleting the single letter or deleting the entire batch.
- O. The Solution shall have a letter notification module that will allow the RR/CC to link all letters created for multiple Filers to one Treasurer.

*Deliverable 12.4.2.2: Tasks A-0 identified above shall be completed and delivered to County within ninety (90) days of completion of Component One.*

### **12.4.2.3 AREA 3: SOLUTION REPORTING REQUIREMENTS**

- A. The Solution must have specific Report Requirements for all of the reporting needed by the RR/CC staff and public. For RR/CC staff, the reporting is used to conduct quality control of names, addresses, election dates, qualifications, filing schedules and deadlines, campaign statement form calculations, and fines/fees. The Solution must have the ability to create reports from all of the stored data that can be queried and linked back to any of the sample reports listed below (including the Campaign Finance and Proposition B Sample Report List as shown in Appendix C, Exhibit 7). Contractor shall provide a list and description of built-in or default Reports that are available and part of the current and proposed solution.

The Solution must be able to create and print the following reports:

- By candidate.
- By officeholder.
- By committee.

- By major donor.
  - By Treasurer.
  - By notification date.
  - By election date.
  - By a specific date range.
  - By year.
  - Production by employee level.
    - Data Entry.
  - How many cases, number of amendments, corrections.
  - How long to process, number of pages.
  - Proofreader/Reviewer.
  - Supervisor.
  - By amendments.
  - By number of errors.
  - Public Reports.
- B. The RR/CC shall have access to make reports visible to the public online or to make them invisible.
- C. The reports shall have fields similar to internal reports but with less detail.
- D. Miscellaneous Reports: The RR/CC shall have access to make reports visible to the public online or to make them invisible.
- E. The Solution shall have the option to download forms, reports, and profile information in any of the Microsoft Office Suite formats excluding Access, but including Adobe PDF.
- F. The Solution shall allow the public to access data in Microsoft Excel or Adobe PDF, and other formats that would constitute a data dump that is easily accessible and available for the public to create reports. The reports and data accessible by the public MUST have the street addresses and phone numbers blocked from view and redacted when printable, excluding the internal public kiosk available at the RR/CC in Norwalk.
- G. The Solution shall have the Report Types available and editable as follows:
- Employee Productivity Reporting – The listed fields are the key information needed, but not limited to, employee name, employee ID, date, time, type of forms or statement accessed, and the duration of time within the Solution.
  - Proofreading Report – The listed fields are the key information needed, but not limited to, the date the filing was submitted, employee (data entry) name, reviewer name, filer name, filer address, candidate committee name, office title, election date, filing period, type of filing,

number of pages, all dollar value fields for each calculated section, and all fields available on the standard forms.

- Filing Status Report – The listed fields are the key information needed, but not limited to, Filer name, form type, date received, date filed, filing deadline, filing period, any amendments outstanding.
- Penalty (Fines) Report – Identifies filers who owe the RR/CC for late fees or penalties for exceeding contribution or expenditure limits. The listed fields are the key information needed, but not limited to, amount of the fines, any amount paid, filing deadline, filing period range, date filed (electronic or hard copy), days late, filer name, filer type, State ID, Addresses, Treasurer information, Candidate information, County employee name, reviewer name, and date processed. This penalty report may be used to create a FPPC and Treasurer Tax Collector (TTC) report for referrals.
- Election Specific Report – Specific reporting based on the Election search criteria.
- Filing Deadline Report (Filing Period) – Identifies filers who have filing obligations for an upcoming election that includes fields for candidate name, candidate address, candidate phone number, period covering from and to, Election name, printed date, mailed date, statement received date, and filing status.
- Candidate, Committee, Treasurer, or Office Title Specific Report – The reports available must be created using these key sorting criteria.

*Deliverable 12.4.2.3: Tasks A-G identified above shall be completed and delivered to County within ninety (90) days of completion of Component One.*

#### **12.4.2.4 RR/CC ADMINISTRATOR ELECTRONIC FILING SOLUTION ACCESS**

The Contractor shall set up the Elections and Filing Schedules in the Solution by request from the RR/CC for all scheduled and unscheduled elections. The Election and Filing Schedule set up needs to be available within 10 days of the RR/CC request and based on the availability of the filing schedule from the FPPC (some jurisdictions may have more than three (3) filing deadlines per election).

The Solution shall have four access levels to the RR/CC Administration. This will allow RR/CC to have control over set up of candidates, election schedules, and creating notifications in the Solution as follows:

#### **12.4.2.4.1 ACCESS LEVEL ONE: ADMINISTRATOR**

- A. Assign passwords and log-ins for RR/CC staff such as Supervisor, Reviewer/ Proofreader, and Data Entry Operator.
- B. Assign passwords and log-ins for customers such as candidates, treasurers, and committees.
- C. Edit statements and profiles in the Solution.
- D. Run ad-hoc reports that allow the RR/CC to set parameters based on the fields available in the Solution.

*Deliverable 12.4.2.4.1: Tasks A-D identified above shall be completed and delivered to County within ninety (90) days of completion of Component One.*

#### **12.4.2.4.2 ACCESS LEVEL TWO: SUPERVISOR**

- A. Create comments per committee, per filing.
- B. Assign passwords and log-ins for candidates, treasurers, committees, and any other customer. Includes access to all profiles on the Solution.
- C. Run ad-hoc reports that allow the RR/CC to set parameters based on the fields available in the Solution.

*Deliverable 12.4.2.4.2: Tasks A-C identified above shall be completed and delivered to County within ninety (90) days of completion of Component One.*

#### **12.4.2.4.3 ACCESS LEVEL THREE: REVIEWER/PROOFREADER**

- A. Create comments per committee, per filing.
- B. Unable to make corrections or edits directly to the statements.
- C. Read-Only ability using this access level.

*Deliverable 12.4.2.4.3: Tasks A-C identified above shall be completed and delivered to County within ninety (90) days of completion of Component One.*

#### **12.4.2.4.4 ACCESS LEVEL FOUR: DATA ENTRY OPERATOR**

- A. Create candidates, treasurers, all committee profiles and data entry campaign disclosure statements.
- B. Data enter all amendments to campaign disclosure statements.

- C. Make corrections and edits.
- D. Cannot assign passwords or log-ins.

*Deliverable 12.4.2.4.4: Tasks A-D identified above shall be completed and delivered to County within ninety (90) days of completion of Component One.*

**12.4.2.5 RR/CC ADMINISTRATOR ELECTRONIC FILING SOLUTION SEARCH CAPABILITY**

- A. The Solution shall have searchable capabilities based on the following: Candidate name, Election Office/Contest, Election Date, Filing Deadline Date, Treasurer, Candidate Committee, Major Donor DBA Business Name, and Committee names.

*Deliverable 12.4.2.5: Task A identified above shall be completed and delivered to County within ninety (90) days of completion of Component One.*

**12.4.2.6 RR/CC ADMINISTRATOR ELECTRONIC FILING SOLUTION PAYMENT TRACKING CAPABILITY**

- A. The Solution must be able to record payments. Once a payment is recorded, depending on whether the account was settled 100% or a partial payment, the Solution shall generate a new notice or remove names from reports and notifications if the payment is clear.
- B. The Administrator should have access to waive any fees that are applied to any committee, candidate, treasurer profile and status.
- C. The Solution shall require a reason code and supporting documentation prompt to be completed prior to allowing waiver of any fees.
- D. The Solution shall track payments made for fines and can waive fines for any dollar amount within that Solution.
- E. The Solution must calculate fines for late filings. These fines must be tracked on reports in the Solution. If additional calculations are needed by the RR/CC, Contractor shall add this feature to the Solution. The Contractor must have the ability to develop specification for the accurate calculation of penalties within the Solution.

*Deliverable 12.4.2.6: Tasks A-E identified above shall be completed and delivered to County within ninety (90) days of completion of Component One.*

#### **12.4.2.7 ONLINE PROFILE ACCOUNT REQUIREMENTS**

- A. The Solution shall assign a unique identifier consisting of a numeric and/or alphanumeric value to distinguish between candidates or committees of the same name and address. The unique identifier must conform with RRCC's rules and schema.
- B. The Solution shall have a process to request new reports not currently available in the Solution on a same day basis between 8:00 A.M. and 5:00 P.M. through a support request.
- C. The Solution must allow for multiple documents with multiple pages (up to 500 or more) to be scanned to one filer profile/case for the same.

*Deliverable 12.4.2.7: Tasks A-D identified above shall be completed and delivered to County within ninety (90) days of completion of Component One.*

#### **12.4.3 COMPONENT THREE: PROPOSITION B COMPLIANCE MODULE**

The County of Los Angeles has adopted an ordinance (Prop B) which regulates campaign contributions to candidates for elective County offices. Prop B applies to candidates running for the offices of Assessor, District Attorney, Sheriff, and members of the BOS. *In any case of apparent inconsistency between this component's descriptions or requirements regarding Prop B compliance and the Prop B ordinance, the meaning apparent in the ordinance will prevail.*

The Solution must validate the filing by notifying the Filer of possible violations of the Prop B Ordinance and specifically provide the reason and location of the error on the form as follows:

- A. The Solution must automatically notify the Filer in a reporting format that Candidates are prohibited from soliciting or accepting a contribution which exceeds \$300. However, this \$300 limit may be increased, depending on options selected by a candidate and his/her opponents. For example, if a candidate agrees to, and does not exceed, the voluntary expenditure limit, the contribution limit is increased to \$1,500. This limit may be further increased to \$7,500 or \$15,000 or removed entirely, depending upon which "personal funds option" is selected by a candidate and his/her opponents. (See Contribution (Including Loans) of Candidates' Personal Funds, below.)
  - The Solution must automatically list the names, addresses, and contribution amount of contributors who have exceeded the limits pursuant to County Code Section 2.190.040 A.

- B. Contributions from political parties and political action committees are permitted subject to contribution limits. Contributions from political action committees are subject to an aggregate cap of \$150,000.
- The Solution must automatically list the political action committee's name, address, and contribution amount. The list must display contribution calculations individually (per PAC subcommittee, chapter, branch, division, etc.) and collectively (all subcommittees, chapters, branches, divisions, etc. together under one PAC).
- C. At least 60 days prior to the time for filing for a Primary Election, the RR/CC calculates the applicable voluntary expenditure limit for the County elective offices of Assessor, District Attorney, and Sheriff, and members of the BOS. If there is a need for a General Election, there shall be a separate voluntary expenditure limit for that election which shall be the same for the Primary Election.
- The Solution must automatically track and calculate the increase to the expenditure when the Filer submits their statement. The Solution shall notify the Filer and the RR/CC, if any Filer has reached or exceeded their limit.
- D. Each candidate must file a declaration, under penalty of perjury, by the filing deadline for the Primary Election, and no later than 30 days after the Primary Election for the General Election (Form 800), indicating election which shall be the same as the limit for the Primary Election.
- The Solution shall have the ability to upload and populate the County form 800, which determines the candidate's contribution and expenditure limits based on the acceptance of two declarations, in addition to the personal funds limit option selected.
  - The Solution shall set contribution limits to flag based on the tiered personal funds option in addition to other factors. The personal funds options are as follows: He/she will not contribute more than \$50,000 (the "\$50,000 personal funds option") He/she will not contribute more than \$100,000 (the "\$100,000 personal funds option"). He/she will not contribute more than \$300,000 (the "\$300,000 personal funds option"). He/she does not agree to any limitations on contributions of personal funds (the "unlimited personal funds option").
- E. Candidates for Assessor, District Attorney, Sheriff, and their controlled committees, may not accept contributions earlier than

eighteen months prior to the applicable Primary or General Election or later than six months after that Primary or General Election. Candidates for Supervisor, and their controlled committees, may not accept contributions earlier than fifteen months prior to the applicable Primary or General Election nor later than six months after that Primary or General Election.

- The Solution must automatically notify the RR/CC and the Filer that they are outside the fundraising time limits if they report a payment too early or later than the fundraising deadline.
- F. Each person holding a County office is allowed one officeholder account, subject to the following restrictions: No County officeholder may make more than \$75,000 in expenditures or accept more than \$75,000 in contributions in any calendar year. However, in calculating each of these limits, expenditures made in connection with the receipt of contributions should be deducted.
- The Solution must automatically notify the RR/CC and the Filer when they have met and exceeded the limit.
  - The Solution must automatically notify the RR/CC and the Filer if more than \$10,000 of unspent campaign funds from each Primary and each General Election has been transferred by a candidate to his/her officeholder account. The Solution must list the committee name and dollar value of the transfer on the Possible Violation Report.
- G. There is no expenditure limit on an attorney's fees fund, but there is a contribution limit of \$1,500 per calendar year from any person.
- The Solution must automatically notify the RR/CC and the Filer if the contribution limit has been exceeded pursuant to County Code Section 2.190.040 Section D.
- H. County officials and candidates for County office may not solicit or accept contributions to a campaign or officeholder account or to an attorney's fees fund from any person or firm registered under the County Lobbying Ordinance as a lobbyist or lobbying firm or who has been so registered during the previous twelve months.
- The Solution must automatically notify the RR/CC and the Filer if any contributor is a lobbyist or a lobbying firm.
  - The Solution must list the lobbyist name, address, and contribution amount matching the name and address of a lobbyist on the BOS Active Lobbyist list.

- The Solution must list the name of the lobbying firm, lobbyist contact name, address, and contribution amount matching the name and address of the lobbying firm on the BOS Lobbyist firm list.
  - The Solution must list the lobbyist name, address, and contribution amount matching the name and address of a lobbyist on the BOS Canceled Lobbyist list.
- I. No Assessor or candidate for Assessor may solicit or accept any contribution to his or her campaign for the office of Assessor or to his or her officeholder account or attorney's fees fund from any person who is a tax agent, or otherwise performed the duties of a tax agent, at any time in the previous 12 months. No person who is a tax agent, or otherwise performed the duties of a tax agent at any time in the previous 12 months, shall make any contribution to the Assessor or candidate for Assessor. (Ordinance effective December 13, 2012).
- The Solution must automatically notify the RR/CC and the Filer if any contributor is a Tax Agent.
  - The Solution must list the Tax Agent name, address, and contribution amount matching the name and address of a tax agent on the Assessor's Active Tax Agent list.
  - The Solution must list the name of the Tax Agent contact name, address, and contribution amount matching the name and address of the Tax Agency firm on the Assessor's Tax Agent list.
  - The Solution must list the Tax Agent name, address, and contribution amount matching the name and address of a Tax Agent on the Assessor's Canceled Tax Agent list.
- J. If candidate ceases to receive contributions, make expenditures, has no intention or ability to discharge all debts, loans received, and other obligations or has no funds in a committee account, then candidate must complete a Form 410 Statement of Organization to terminate the committee.
- The Solution must be able to accept FPPC Form 410 and submit to the RR/CC a scanned qualified form to terminate the committee.
  - The Solution shall have a flag receipt of the Form 410 to terminate committees and end filing obligations.

- K. Violations of any provisions of Prop B may be punished by imprisonment in County jail up to six months or a fine up to \$1,000, or both.
- The Solution must automatically produce a message that states the above fines are possible if there are any violations uncured within a set amount of time determined by the RR/CC on the Possible Violations List Report encompassing all of the items named in this third component.
- L. The Proposition (Prop) B Compliance Solution Verification and Notification (dollar threshold holds) is required based on the adopted County ordinance which regulates campaign contributions, expenditures, personal funds, and loans to candidates and officeholders of elective County offices. Prop B applies to candidates running for the offices of Assessor, District Attorney, Sheriff, and members of the BOS and the officeholders. The Prop B compliance module must automatically identify and report all “potential” violations to the ordinance by the candidate and the candidate’s controlled committees for these offices. In order for the County to notify the treasurers and candidates of these potential violations, the Solution must track, report, and notify the interested parties as follows:
- Calculate the total number of dollars spent (expenditures) per election per committee once the committee has been qualified. The qualification of the committee is triggered by the submission of the FPPC Form 410 and dollar threshold met.
  - Calculate the total number of dollars received (contributions) per election per committee once the committee has been qualified. The qualification of the committee is triggered by the submission of the FPPC Form 410 and dollar threshold met.
  - Notification to RR/CC Administrator when the dollar thresholds have been exceeded per contributor per committee per election.
  - Allow RR/CC Administrator to change, add, or delete dollar thresholds per election, per committee, and per contributor.
  - Filer should be contacted by email if any threshold has been exceeded.
  - The Solution must be capable of verifying matching names, addresses and unique ID (numeric and alphanumeric) from a data base of Lobbyists, Lobbyist Firms, and Tax Agents in order for the County staff to create notification letters to the filers.

- The Solution shall have a “compliance button” that will allow any filer to go through a compliance check based on the parameters set by the County.

*Deliverable 12.4.3: Tasks A-L identified above shall be completed and delivered to County no later than January 31, 2017.*

**12.4.4 COMPONENT FOUR: RECORDS RETENTION, STORAGE, PROTECTION, AND TRANSFER OF DATA**

- A. Contractor shall be responsible for retention and unlimited storage of all data created in the Solution for the duration of the Contract. Data can only be deleted or archived by the Contractor's electronic Solution, if and when given expressed prior written authorization by the RR/CC. The County retains full rights to control the transfer, deletion or archive of all records obtained through the course of this Contract.
- B. If the contract expires, and at any time during the life of the Contract, the RR/CC has the right to receive the electronic data in the form of a mutually agreed upon export file which contains all data elements in all forms filed as well as all notices sent, and all transactions of any type created during the life of the contract. Any and all transfers of data must fully encrypt the export file(s) to protect any sensitive information, or redacted data, from possible exposure.
- C. The RR/CC reserves the right to request the Contractor to make available, at any time during the course of the contract, the records and data stored in the electronic Solution for ad-hoc reporting within an agreed upon period of response, which may be within 24 to 48 hours for special reporting or requests, or on a continuous basis such as weekly, monthly, and annually.
- D. If personal information and/or confidential information is placed/stored on any portable computing or storage device, all such information shall be encrypted, unless not feasible and compensating controls that have been approved by the RRCC are implemented.
- E. In the event a portable computing or storage device is lost or stolen and the stored data is not encrypted, the RRCC shall be able to re-create the personal information and/or confidential information with 100 percent accuracy and shall be able to provide notification to the affected persons/entities in accordance with BOS Policy.
- F. When it is determined that personal information and/or confidential information needs to be placed/stored on a portable computing or storage device, every effort shall be taken to minimize the amount of

information stored on the device. Additionally, if feasible, such information shall be abbreviated or redacted to limit exposure (e.g., last four (4) digits of a Social Security number).

*Deliverable 12.4.4: Tasks A-C identified above shall be completed and delivered to County no later than January 31, 2017.*

## **12.5 COUNTY STORAGE SYSTEMS DATA IMPORT**

- A. Contractor shall import current Filer filings (Data) from our RR/CC Systems to the Contractor's online Solution until the new Solution has all of the information contained from the all of the RR/CC systems. Once import is uploaded, the Contractor shall assist the RR/CC with providing reports that allow the RR/CC staff and supervisors to review and audit the data before it becomes accessible to the customers and the public during the initial clean-up of the data and through the completion of the project. Provide unlimited support to the RR/CC by email or phone during normal business hours for the duration of the contract term. In addition, the Contractor shall maintain after hours telephone support for RR/CC staff for the duration of the contract period. In addition, Contractor shall provide RR/CC staff and Filer training either via telephone or on-site upon RR/CC request and for a mutually agreed upon duration and frequency.
- B. The Contractor shall provide unlimited support to the County of Los Angeles E-Filer during the life of the Contract.
- C. Contractor shall ensure the solution performs to standard in the uptime as follows:
  - o Specifics on how many concurrent users (public/in-house) the solution can support without suffering performance degradation.
  - o User statistics for volume of users, time spent, etc.

*Deliverable 12.5: Task A identified above shall be completed and delivered to County by December 31, 2016.*

## **12.6 USER MANUAL AND E-FILER INSTRUCTION GUIDE**

- A. The Contractor must develop and provide a standard user guide that includes the enhancements and modules that the RR/CC has included in this solicitation/Contract.
- B. The Contractor shall provide a hard copy version of the user guide for the initial number of staff, then make the user manual available by electronic copy.

- C. The Contractor shall be responsible to continuously keep the user manual up to date with new features instructions and enhancements as needed by the County.

*Deliverable 12.6: Tasks A-C identified above shall be completed and delivered to County no later than thirty (30) days from the date the contract is executed.*

## **12.7 TRAINING**

- A. Contractor shall provide training for RR/CC staff. The training shall be provided to new RR/CC staff on a bi-annual basis continuously thereafter as long as the contract is active.
- B. Contractor shall provide online video training on filing procedures and solution use procedures for e-filers and public users. The video training content shall be designed to complement classroom training and facilitate self-help or independent learning.

*Deliverable 12.7: Task A identified above shall be completed and delivered to County no later than thirty (30) days from the date the contract is executed.*

## **12.8 PROGRAMMING MODIFICATIONS**

Contractor shall perform a gap analysis that identifies gaps between the Solution's current capabilities and the SOW business requirements. The Gap analysis shall include a report that lists the gaps between business requirements and current capabilities of the solution, a proposed roadmap, plan, and timeline for addressing the gaps, and a cost estimate for implementing software modifications.

Contractor shall provide Programming Modifications requested by the RR/CC, including, but not limited to: additions, deletions, or modification of Solution functions and/or modules, new reports, modified reports, and new screens. Upon completion, delivery and acceptance by the RR/CC of any modifications, such modifications shall become part of and be included in the baseline solution and no separate Los Angeles County instance shall result from these modifications: *any modifications shall become part of the core product to all customers..*

Each Programming Modification shall be provided in accordance with the following procedures:

- A. For each Programming Modification, County shall submit a completed Programming Modification Request ("PMR") form (Appendix C, Exhibit 8) to Contractor. Each PMR must be approved in writing by County's Project Director.

- B. Within ten (10) working days of Contractor's receipt of County's PMR, Contractor shall develop a functional description for the Programming Modification. The functional description shall be sent to County's Project Director, with a copy to County's Project Management, and shall include: (1) a description of the requested Programming Modification, (2) a not-to-exceed cost estimate of the requested Programming Modifications and (3) the expected duration of the Programming Modification implementation. Within ten (10) days of receipt of the functional description, County's Project Director will return the approved or disapproved functional description to Contractor.
- C. The estimated cost for the Programming Modification as included in the functional description, shall be computed at the fixed hourly rate set forth in Appendix A, Exhibit B (Pricing Schedule) of the Contract, multiplied by the estimated number of hours to implement the Programming Modification (develop, test, document, certify, install and train). Within ten (10) days of receipt of the functional description, County's Project Director will return the approved or disapproved functional description to Contractor.
- D. If the RR/CC does not return the approved or disapproved functional description to Contractor within ten (10) days, Contractor may give the RR/CC written notice of cancellation of the functional description effective ten (10) days following the expiration of such ten (10) day period. The RR/CC may request an extension within such ten (10) days.
- D. When Contractor receives the RR/CC's approval of Contractor's functional description, Contractor shall analyze the RR/CC requirements in detail and shall prepare for each PMR a Solution Design Report ("SDR").
- F. Contractor shall provide a delivery date for the SDR within ten (10) working days of receipt of the approved functional description from the RR/CC. Such delivery date shall occur no later than twenty (20) days following Contractor's receipt of the RR/CC's approved functional description, unless otherwise agreed to in writing by Contractor's Project Director and County's Project Director.
- G. The SDR shall take into account all existing solution software and previously approved SDRs.
- H. Each SDR shall include the following and any other items mutually agreed by the RR/CC and Contractor:
  - 1. Design specifications, which must address and be consistent with RR/CC-approved requirements for the Programming Modification;
  - 2. Database impact;
  - 3. User impact;
  - 4. Dictionary impact;
  - 5. Report impact;
  - 6. Documentation impact;

7. Training impact;
  8. Wide Area Network impact;
  9. Special considerations, such as impact on current and future processing performance;
  10. A quotation of a total firm fixed price, in accordance with the fixed hourly rate set forth in Appendix A, Exhibit B (Pricing Schedule) by Contractor's total number of hours for all Work related to the Programming Modification subject to change if Programming Modification specifications change;
  11. Estimated time for completion;
  12. Estimated time to complete any Interfaces; and
  13. Estimated time for completion of any automated conversion programs.
- I. Within fifteen (15) working days of County's Project Director's receipt of the SDR, County's Project Director will approve, reject, or conditionally disapprove the SDR. Contractor shall, with County's Project Director's concurrence and consent, revise and resubmit any conditionally disapproved SDR. Within ten (10) working days of RR/CC's approval of the SDR, County's Project Director shall notify Contractor whether to begin development and implementation of the Programming Modification, unless such period is extended as agreed in writing by Contractor's Project Director and County's Project Director.

Any changes or revisions to the RR/CC-approved SDR shall be mutually agreed to in writing by Contractor's Project Director and County's Project Director. The approved SDR, including any agreed changes and revisions, shall be the basis for Contractor's development of the Programming Modification.

As part of the Programming Modification, Contractor shall develop and deliver: (1) all object code and related documentation for the Programming Modification and any other impacted Application Software, (2) all documentation and procedures necessary to maintain the Solution, including, but not limited to, compilation instruction/assembly instructions and generated listings for all Interfaces to any interfacing systems, and (3) all data files and their record layouts for all Interfaces to any interfacing systems.

*Deliverable 12.8: Tasks identified above shall be completed and delivered according to specified timeframes on an as needed basis to the RR/CC.*

## **13.0 PERFORMANCE REQUIREMENTS SUMMARY**

The Performance Requirements Summary (PRS) Chart (Appendix C, Exhibit 9) lists required services that shall be monitored by the County during the term of this Contract.

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the

SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

# STATEMENT OF WORK EXHIBITS

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## ELECTRONIC FILING FORMS LIST

All forms listed in this section and any future California State forms required must have all of the fillable fields available for reporting or if needed to be fillable through the online system. This [non-exclusive] list of forms contains the most frequently used fields for reporting by the County.

<b>FORM</b>	<b>REQUIRED FIELDS</b>
400	State ID Date Qualified Slate Mailer Name
401	Period Start Date Period End Date Payments Received Period or Payments Made Period
402	Termination Date Treasurer Committee Name SCC Qualified Date Not Yet Qualified Data Control Checkbox
410	Name of Filer Name of Committee Address of Committee/Filer Treasurer Name and Address State ID Date Qualified Not yet Qualified Amendment (Type of Filing) Termination (Type of Filing) County Received Date
425	No Activity Start Date No Activity End Date New Data Field No Activity January 1, through June 30, 20xx Data Control Checkbox No Activity July 1, through December 31, 20xx Data Control Checkbox

**FORM**

450

**REQUIRED FIELDS**

Period Start Date  
Period End Date  
Statement Type  
Subtotal Expenditures or Monetary Contributions  
Nonmonetary Adjustment  
Previous Total Expenditure  
Total Expenditures  
Nonmonetary Contributions  
Previous Total Contributions  
Total Contributions  
Initial Cash Balance  
Ending Cash Balance  
Misc Cash Increases  
Change Data Field State  
Election Date (*make not editable*)

460

Period Start Date  
Period End Date  
Attached 495  
Statement Type  
Total Contributions received or Total Expenditures Made  
Change Data Field State  
Election Date (*make not editable*)

461

Period Start Date  
Period End Date  
Filer First Name  
Filer Last Name  
Filer Middle Name  
Officer First Name  
Officer Last Name  
Current Total  
New Data Field  
Filer Middle Name  
Data Control  
Text box  
Election Date (*make not editable*)

465

Period Start Date  
Period End Date  
Candidate Name, Candidate Office and Candidate District Number or Ballot Measure and Ballot Number or Letter

470

Year Covered  
Office Sought  
Election Date (*make not editable*)

**FORM**

470 SUPPLEMENT

**REQUIRED FIELDS**

Amount Received Date  
Office Sought  
New Data Field  
Office Sought  
Data Control  
Drop Down List Box  
Data Elements  
Office Titles

495

Treasurer  
Contribution Election Date (*make not  
editable*)  
Jurisdiction of Election  
Contribution Made  
Attached Form Type  
Drop Down List Box

- Data Elements 450
- 460

496

Expenditure Amount  
New Data Field  
Expenditure Amount  
Data Control  
Text box

497

Amount Received  
New Data Field  
Amount Received  
Data Control  
Text box

498

Payments Made  
Report Number  
Payments Made  
Remove Fields  
Amount Received  
Amount Received Date  
Amendment Report Number  
New Data Fields  
Amendment Number  
Data Control  
Text box

501

Office Sought  
Election Year  
Initial Filing

**FORM**

511

**REQUIRED FIELDS**

Name of Filer  
Number of Payments Made  
Payment Amount  
Date Paid  
Support or Oppose  
Name and Address of Spokesperson

530

His or her name and address, or the name and address of the committee;  
His or her occupation and employer, or the committee's identification number issued by the Secretary of State;  
The amount and date of the payment or promise;  
The name of the candidate(s) and the office(s) sought or held by the candidate(s) featured in the communication.

700

Filer Name  
Office Title  
Statement Type  
Change Data Control  
Office Title  
Data Control  
Drop Down List Box  
Data Elements  
Office Titles From Office Table  
Statement Type  
Data Control  
Drop Down List Box  
Data Elements  
Annual  
Assuming Office  
Candidate  
Leaving Office  
New Data Fields  
Division/District  
Data Control  
Text Box  
Jurisdiction of Office  
Data Control  
Drop Down List Box  
Data Elements  
State  
Multi-County  
City of  
Judge  
County of  
Other

**FORM**

700 (CONTINUED)

COUNTY FORM 800

802

803

**REQUIRED FIELDS**

#1 – \$50,000 or less  
#2 – between \$50,000 and \$100,000  
#3 – between \$100,000 and \$300,000  
#4 – more than \$300,000  
Drop Down List Box  
Accepted VEL  
Rejected VEL

Election  
Office Sought  
Execution Date  
Category  
New Data Fields  
Category  
Data Control  
Drop Down List Box  
Data Elements

Required Fields  
Date 1  
Date 2  
Face Value of Each Admission  
Title  
New Data Fields  
Date 1  
Data Control (Date 1)  
Date 2  
Data Control (Date 2)  
Face Value of Each Admission  
Text Box  
Currency Format  
Title  
Text Box

Date of Payment  
Amount of Payment  
Payment Type  
Purpose  
New Data Fields  
Date of Payment  
Amount of Payment  
Text Box  
Currency Format  
Payment Type  
Text Box  
Purpose  
Data Control  
Text Box

**FORM**

COUNTY FORM 808

**REQUIRED FIELDS**

Election

Office Sought

Execution Date

Category

New Data Fields

Category

Data Control

Drop Down List Box

Data Elements

#2 – between \$50,000 and \$100,000

#3 – between \$100,000 and  
\$300,000

#4 – more than \$300,000

	Qualified	Ballot	Write In	FO/ Candidate	OR	FO/ Committee	And Or	FO/Pre-existing Committee
CAND 1	Y	Y	N	1,2,3 <sup>A</sup>		1,2,3		1,2,3

**Candidate 1:** Runs for office qualified on the ballot.

1. Filing obligations as a candidate who does not control a committee:
  - 470 is expected for filing period 1, 2 or 3; satisfies all filing obligations when received.
2. Filing obligations if the candidate controls a committee:
  - 460 expected for filing period 1, 2, and 3.
3. Filing obligations if the candidate controls a pre-existing committee:
  - 460 expected for filing period 1, 2, and 3 for the pre-existing committee.

	Qualified	Ballot	Write In	FO/ Candidate	OR	FO/ Committee	And Or	FO/Pre-existing Committee
CAND 2	Y	N	Y	3		3		3

**Candidate 2:** Runs for office qualified as a Write-In.

1. Filing obligations as a candidate who does not control a committee:
  - 470 expected for filing period 3.
2. Filing obligations if the candidate controls a committee:
  - 460 expected for filing period 3.
3. Filing obligations if the candidate controls a pre-existing committee:
  - 460 expected for filing period 3 for the pre-existing committee.

	Qualified	Ballot	Write In	FO/ Candidate	OR	FO/ Committee	And Or	FO/Pre-existing Committee
CAND 3	N	N	N	N		3		3
<p><b>Candidate 3:</b> Didn't qualify.</p> <ol style="list-style-type: none"> <li>Filing obligations as a candidate who does not control a committee: <ul style="list-style-type: none"> <li>N/A.</li> </ul> </li> <li>Filing obligations if the candidate controls a committee: <ul style="list-style-type: none"> <li>460 expected for filing period 3.</li> </ul> </li> <li>Filing obligations if the candidate controls a pre-existing committee: <ul style="list-style-type: none"> <li>460 expected for filing period 3 for the pre-existing committee.</li> </ul> </li> </ol>								

	Qualified	Ballot	Write In	FO/ Candidate	OR	FO/ Committee	And Or	FO/Pre-existing Committee
CAND 4	N	N	Y	N		3		3
<p><b>Candidate 4:</b> Not participating in election; records only.</p> <ol style="list-style-type: none"> <li>Filing obligations as a candidate who does not control a committee <ul style="list-style-type: none"> <li>None.</li> </ul> </li> <li>Filing obligations if the candidate controls a committee: <ul style="list-style-type: none"> <li>460 expected for filing period 3.</li> </ul> </li> <li>Filing obligations if the candidate controls a pre-existing com <ul style="list-style-type: none"> <li>460 expected for filing period 3 for the pre-existing committee.</li> </ul> </li> </ol>								

	Qualified	Ballot	Write In	FO/ Candidate	OR	FO/ Committee	And Or	FO/Pre-existing Committee
CAND 5	N	Y	Y	-		-		-
<p><b>Candidate 5:</b> None. On ballot, but not Qualified and does not control any committee.</p> <p>1. Filing obligations as a candidate who does not control a committee:</p> <ul style="list-style-type: none"> <li>• None.</li> </ul> <p>2. Filing obligations if the candidate controls a committee:</p> <ul style="list-style-type: none"> <li>• None.</li> </ul> <p>3. Filing obligations if the candidate controls a pre-existing committee:</p> <ul style="list-style-type: none"> <li>• None.</li> </ul>								

	Qualified	Ballot	Write In	FO/ Candidate	OR	FO/ Committee	And Or	FO/Pre-existing Committee
CAND 6	Y	N	N	N <sup>C</sup>		3		3
<p><b>Candidate 6:</b> Contest is not required on the ballot due to no additional contestants.</p> <p>1. Filing obligations as a candidate who does not control a committee:</p> <ul style="list-style-type: none"> <li>• None. Where the candidate runs for a District contest and the District does not pay a stipend</li> </ul> <p>2. Filing obligations if the candidate controls a committee:</p> <ul style="list-style-type: none"> <li>• 460 expected for filing period 3.</li> </ul> <p>3. Filing obligations if the candidate controls a pre-existing committee:</p> <ul style="list-style-type: none"> <li>• 460 expected for filing period 3 for the pre-existing committee.</li> </ul>								

	Qualified	Ballot	Write In	FO/ Candidate	OR	FO/ Committee	And Or	FO/Pre-existing Committee
CAND 7	Y	N	N	1,2,3 <sup>A,D</sup>		3		3

**Candidate 7:** Contest is not required on the ballot due to no additional contestants.

1. Filing obligations as a candidate who does not control a committee:
  - 470 expected for filing period 1, 2, or 3 - where the candidate runs for a District contest and the District does pay a stipend; satisfies all filing obligations when received.
2. Filing obligations if the candidate controls a committee:
  - 460 expected for filing period 3.
3. Filing obligations if the candidate controls a pre-existing committee:
  - 460 expected for filing period 3 for the pre-existing committee.

	Qualified	Ballot	Write In	FO/ Candidate	OR	FO/ Committee	And Or	FO/Pre-existing Committee
CAND 8	N	Y	N	1,2,3 <sup>A</sup>		1,2,3		1,2,3

**Candidate 8:** Runs for a shared district contest.

1. Filing obligations as a candidate who does not control a committee:
  - 470 expected for filing period 1, 2, or 3; satisfies all filing obligations when received.
2. Filing obligations if the candidate controls a committee:
  - 460 expected for filing period 1, 2, 3.
3. Filing obligations if the candidate controls a pre-existing committee:
  - 460 expected for filing period 1, 2, 3 for the pre-existing committee.

	Qualified	Ballot	Write In	FO/ Candidate	OR	FO/ Committee	And Or	FO/Pre-existing Committee
CAND 9	N	N	Y	3		3		3

**Candidate 9:** Runs for a shared district contest.

1. Filing obligations as a candidate who does not control a committee:
  - 470 expected for filing period 3 - satisfies all filing obligations when received.
2. Filing obligations if the candidate controls a committee:
  - 460 expected for filing period 3.
3. Filing obligations if the candidate controls a pre-existing committee:
  - 460 expected for filing period 3 for the pre-existing committee.

	Qualified	Ballot	Write In	FO/ Candidate	OR	FO/ Committee	And Or	FO/Pre-existing Committee
CAND 10	Y	Y	N	1,2,3 <sup>A,E</sup>		1,2,3 <sup>E</sup>		1,2,3 <sup>E</sup>

**Candidate 10:** Runs for two offices on the ballot.

1. Filing obligations if the candidate **does not control a pre-existing committee** and **does not control a committee**:
  - 470 expected for filing period 1, 2, or 3 for each office; satisfies all filing obligations for the office in the calendar year when received.
2. Filing obligations if the candidate **does not control a pre-existing committee** and **controls a committee** for both office contests:
  - 460 expected for filing period 1, 2, 3 submitted by the **committee** for each office contest with a committee.
3. Filing obligations if the candidate **does not control a pre-existing committee** and **does not control a committee** for one of the two office contests:
  - 460 expected for filing period 1, 2, 3 submitted by the **committee** for the office contest with a committee.
  - 460 expected for filing period 1, 2, 3 submitted by the **candidate** for the office contest without a committee.
4. Filing obligations if the candidate controls a **pre-existing committee** and **controls a committee** for each office contest:
  - 460 expected for filing period 1, 2, 3 submitted by the **pre-existing committee**.
  - 460 expected for filing period 1, 2, 3 submitted by the **committee** for each office contest with a committee.
5. Filing obligations as a candidate who controls a **pre-existing committee** and **does not control a committee** for one of the two office contests:
  - 460 expected for filing period 1, 2, 3 submitted by the **pre-existing committee**.
  - 460 expected for filing period 1, 2, 3 submitted by the **committee** for the office contest with a committee.
  - 460 expected for filing period 1, 2, 3 submitted by the **candidate** for the office contest without a committee.
6. Filing obligations as a candidate who controls a **pre-existing committee** and **does not control a committee** for the County Central committee and state office contest:
  - 460 expected for filing period 1, 2, 3 submitted by the **pre-existing committee**.
  - 460 expected for filing period 1, 2, 3 submitted by the **candidate** for each office contest without a committee.

**(CONTINUED)**

	Qualified	Ballot	Write In	FO/ Candidate	OR	FO/ Committee	And Or	FO/Pre-existing Committee
CAND 10	Y	Y	N	1,2,3 <sup>A,E</sup>		1,2,3 <sup>E</sup>		1,2,3 <sup>E</sup>

**Candidate 10 (CONTINUED):** Runs for two offices on the ballot.

7. Filing obligations as a candidate who controls a **pre-existing committee** and **does not control a committee** for County Central committee and local office contest:
- 460 expected for filing period 1, 2, 3 submitted by the **pre-existing committee**.
  - 460 expected for filing period 1, 2, 3 submitted by the **candidate**. covering both office contests without a committee.

	Qualified	Ballot	Write In	FO/ Candidate	OR	FO/ Committee	And Or	FO/Pre-existing Committee
CAND 11	Y	N	Y	3 <sup>E</sup>		3 <sup>E</sup>		3 <sup>E</sup>
<p><b>Candidate 11:</b> Runs for two Write-In contest offices.</p> <ol style="list-style-type: none"> <li>Filing obligations if the candidate <b>does not control a pre-existing committee</b> and <b>does not control a committee</b>: <ul style="list-style-type: none"> <li>470 expected for filing period 3 for each office; satisfies all filing obligations for the office in the calendar year when received.</li> </ul> </li> <li>Filing obligations if the candidate <b>does not control a pre-existing committee</b> and <b>controls a committee</b> for both office contests: <ul style="list-style-type: none"> <li>460 expected for filing period 3 submitted by the <b>committee</b> for each office contest with a committee. Filing period 1 and 2 filing obligations must be created and back-filled when the 460 indicates activity for the respective filing periods.</li> </ul> </li> <li>Filing obligations if the candidate <b>does not control a pre-existing committee</b> and <b>does not control a committee</b> for one of the two office contests: <ul style="list-style-type: none"> <li>460 expected for filing period 3 submitted by the <b>committee</b> for the office contest with a committee. Filing period 1 and 2 filing obligations must be created and back-filled when the 460 indicates activity for the respective filing periods.</li> <li>460 expected for filing period 3 submitted by the <b>candidate</b> for the office contest without a committee.</li> </ul> </li> <li>Filing obligations if the candidate controls a <b>pre-existing committee</b> and <b>controls a committee</b> for each office contest: <ul style="list-style-type: none"> <li>460 expected for filing period 3 submitted by the <b>pre-existing committee</b></li> <li>460 expected for filing period 3 submitted by the <b>committee</b> for each office contest with a committee. Filing period 1 and 2. Filing obligations must be created and back-filled when the 460 indicates activity for the respective filing periods.</li> </ul> </li> <li>Filing obligations as a candidate who controls a <b>pre-existing committee</b> and <b>does not control a committee</b> for one of the two office contests: <ul style="list-style-type: none"> <li>460 expected for filing period 3 submitted by the <b>pre-existing committee</b>.</li> <li>460 expected for filing period 3 submitted by the <b>committee</b> for the office contest with a committee. Filing period 1 and 2 filing obligations must be created and back-filled when the 460 indicates activity for the respective filing periods.</li> <li>460 expected for filing period 3 submitted by the <b>candidate</b> for the office contest without a committee.</li> </ul> </li> </ol> <p><b>(CONTINUED)</b></p>								

	Qualified	Ballot	Write In	FO/ Candidate	OR	FO/ Committee	And Or	FO/Pre-existing Committee
CAND 11	Y	N	Y	3 <sup>E</sup>		3 <sup>E</sup>		3 <sup>E</sup>

**Candidate 11 (CONTINUED):** Runs for two Write-In contest offices.

6. Filing obligations as a candidate who controls a **pre-existing committee** and **does not control a committee** for the County Central committee and state office contest:
  - 460 expected for filing period 3 submitted by the **pre-existing committee**.
  - 460 expected for filing period 3 submitted by the **candidate** for each office contest without a committee.
7. Filing obligations as a candidate who controls a **pre-existing committee** & **does not control a committee** for County Central committee and local office contest:
  - 460 expected for filing period 3 submitted by the **pre-existing committee**.
  - 460 expected for filing period 3 submitted by the **candidate** covering both office contests without a committee.

	Qualified	Ballot	Write In	FO/ Candidate	OR	FO/ Committee	And Or	FO/Pre-existing Committee
CAND 12	Y	Y	Y	1,2,3 <sup>A,E</sup>		1,2,3 <sup>E</sup>		1,2,3 <sup>E</sup>

**Candidate 12:** Runs for two offices—one on the ballot and one as a Write-In.

1. Filing obligations if the candidate **does not control a pre-existing committee** and **does not control a committee**:
  - 470 expected for filing period 1, 2, or 3 for the office on the ballot; satisfies all filing obligations for the office in the calendar year when received.
  - 470 expected for filing period 3 for the office as a write-in; satisfies all filing obligations for the office in the calendar year when received.
2. Filing obligations if the candidate **does not control a pre-existing committee** and **controls a committee** for both office contests:
  - 460 expected for filing period 1, 2, 3 submitted by the **committee** for the office contest on the ballot with a committee.
  - 460 expected for filing period 3 submitted by the **committee** for the office contest as a write-in with a committee. Filing period 1 and 2 filing obligations must be created and back-filled when the 460 indicates activity for the respective filing periods.
3. Filing obligations if the candidate **does not control a pre-existing committee** and **does not control a committee** for one of the two office contests:
  - 460 expected for filing period 3 submitted by the **candidate** for the office contest as a write-in without a committee.
  - 460 expected for filing period 1, 2, 3 submitted by the **committee** for the office contest on the ballot with a committee.

OR

  - 460 expected for filing period 1, 2, 3 submitted by the **candidate** for the office contest on the ballot without a committee.
  - 460 expected for filing period 3 submitted by the **committee** for the office contest as a write-in with a committee. Filing period 1 and 2 filing obligations must be created and back-filled when the 460 indicates activity for the respective filing periods.
4. Filing obligations if the candidate controls a **pre-existing committee** & **controls a committee** for each office contest:
  - 460 expected for filing period 1, 2, 3 submitted by the **pre-existing committee**.
  - 460 expected for filing period 1, 2, 3 submitted by the **committee** for the office contest on the ballot with a committee.
  - 460 expected for filing period 3 submitted by the **committee** for the office contest as a write-in with a committee. Filing period 1 and 2 filing obligations must be created and back-filled when the 460 indicates activity for the respective filing periods.

**(CONTINUED)**

	Qualified	Ballot	Write In	FO/ Candidate	OR	FO/ Committee	And Or	FO/Pre-existing Committee
CAND 12	Y	Y	Y	1,2,3 <sup>A,E</sup>		1,2,3 <sup>E</sup>		1,2,3 <sup>E</sup>

**Candidate 12 (CONTINUED):** Runs for two offices; one on the ballot and one as a Write-In.

5. Filing obligations as a candidate who controls a **pre-existing committee** and **does not control a committee** for one of the two office contests:

- 460 expected for filing period 1, 2, 3 submitted by the **pre-existing committee**.

AND

- 460 expected for filing period 3 submitted by the **candidate** for the office contest as a write-in without a committee.
- 460 expected for filing period 1, 2, 3 submitted by the **committee** for the office contest on the ballot with a committee.

OR

- 460 expected for filing period 1, 2, 3 submitted by the **candidate** for the office contest on the ballot without a committee.
- 460 expected for filing period 3 submitted by the **committee** for the office contest as a write-in with a committee. Filing period 1 and 2 filing obligations must be created and back-filled when the 460 indicates activity for the respective filing periods.

6. Filing obligations as a candidate who controls a **pre-existing committee** and **does not control a committee** for the County Central committee and state office contest:

- 460 expected for filing period 1, 2, 3 submitted by the **pre-existing committee**.
- 460 expected for filing period 1, 2, 3 submitted by the **candidate** for the office contest on the ballot without a committee.
- 460 expected for filing period 3 submitted by the **candidate** for the office contest as a write-in without a committee.

7. Filing obligations as a candidate who controls a **pre-existing committee** and **does not control a committee** for County Central committee and local office contest:

- 460 expected for filing period 1, 2, 3 submitted by the **pre-existing committee**.
- 460 expected for filing period 1, 2, 3 submitted by the **candidate** for the office contest on the ballot without a committee.
- 460 expected for filing period 3 submitted by the **candidate** for the office contest as a write-in without a committee.

## ELECTRONIC FILING FORMS LIST

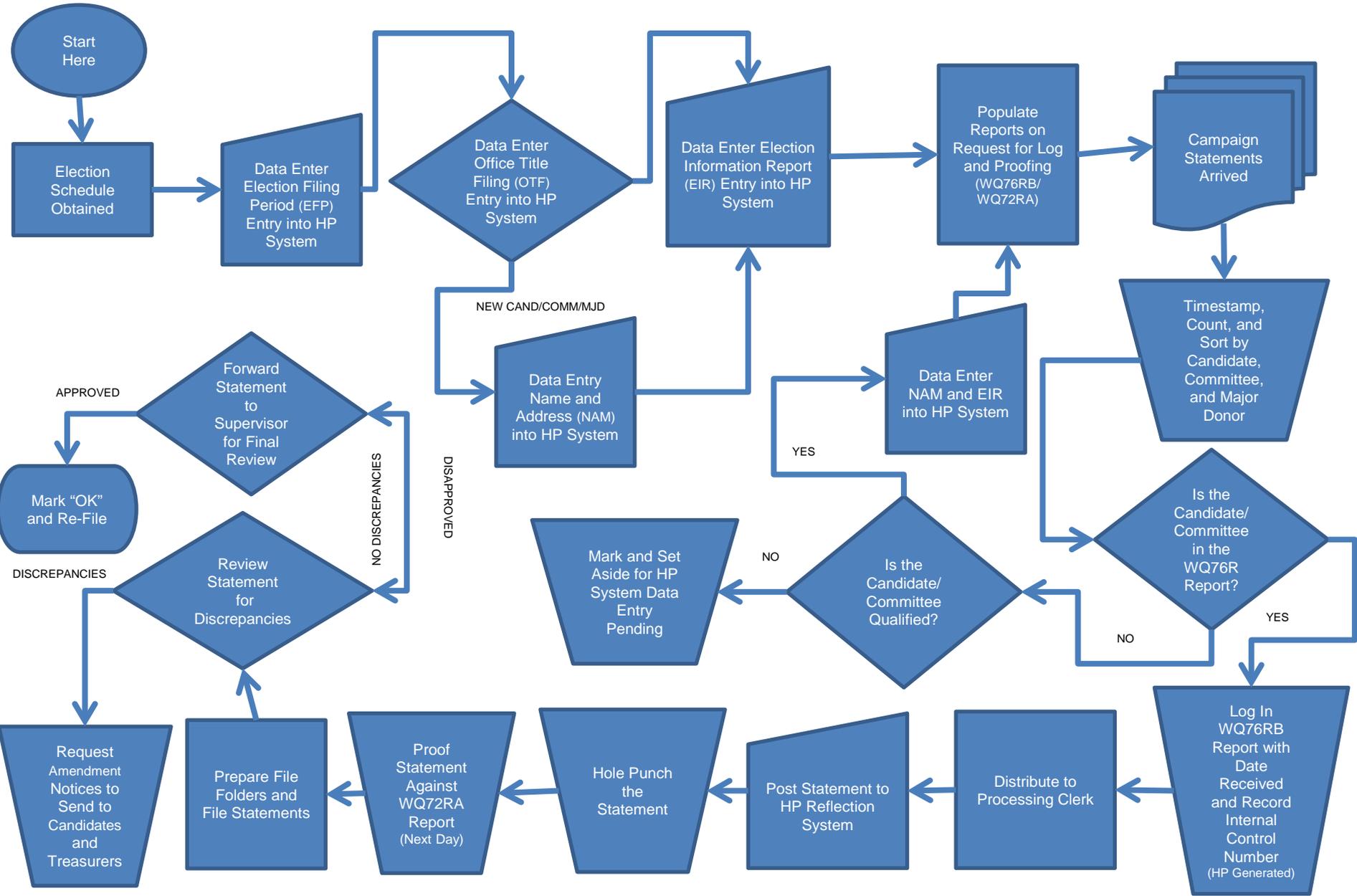
All forms listed in this section and any future California State forms required must have all of the fillable fields available for reporting or if needed to be fillable through the online system. This [non-exclusive] list of forms contains the most frequently used fields for reporting by the County.

<b>FORM</b>	<b>REQUIRED FIELDS</b>
400	State ID Date Qualified Slate Mailer Name
401	Period Start Date Period End Date Payments Received Period or Payments Made Period
402	Termination Date Treasurer Committee Name SCC Qualified Date Not Yet Qualified Data Control Checkbox
410	Name of Filer Name of Committee Address of Committee/Filer Treasurer Name and Address State ID Date Qualified Not yet Qualified Amendment (Type of Filing) Termination (Type of Filing) County Received Date
425	No Activity Start Date No Activity End Date New Data Field No Activity January 1, through June 30, 20xx Data Control Checkbox No Activity July 1, through December 31, 20xx Data Control Checkbox



# CAMPAIGN FINANCE STATEMENT PROCESS FLOWCHART

Existing Candidate (CAND), Committee (COMM), MajorDonor (MJD)



**TASK/DELIVERABLE ACCEPTANCE CERTIFICATE**

(Contractor Name and Address)		<b>TRANSMITTAL DATE</b>
<b>TASK/DELIVERABLE ACCEPTANCE CERTIFICATE</b>		<b>CONTRACT NUMBER</b>
		TITLE
<b>FROM:</b>  Contractor's Project Director (Signature Required) _____	<b>TO:</b>  County Project Director, _____	
<p>Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement (including the Exhibits thereto) to the completion of the Tasks and delivery of the Deliverables set forth below, including (i) satisfaction of all completion criteria applicable to such Tasks and Deliverables, and (ii) County's approval of all Work performed in connection with such Tasks and Deliverables. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work. County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.</p>		
<b>TASK DESCRIPTION</b>  (including Task and Subtask numbers as set forth in the Statement of Work)	<b>DELIVERABLES</b>  (including Deliverable numbers and brief description as set forth in the Statement of Work)	
<b>Comments:</b>		
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement, Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.		
<b>County Acceptance:</b>		
NAME _____ County's Project Manager	SIGNATURE _____	DATE _____
NAME _____ County's IT Project Manager	SIGNATURE _____	DATE _____
NAME _____ County's Project Director	SIGNATURE _____	DATE _____



Los Angeles County Registrar-Recorder/County Clerk

Dean C. Logan  
Registrar-Recorder/County Clerk

**ELECTRONIC FILING VERIFICATION**

Pursuant to Los Angeles County Code Section 2.195.050 (C), this form must be filed with the Registrar-Recorder/County Clerk within five (5) business days of electronically filing the California Form 460.

**COMMITTEE INFORMATION**

Committee Name: \_\_\_\_\_

State ID Number: \_\_\_\_\_

Treasurer Name: \_\_\_\_\_

**OFFICEHOLDER, CANDIDATE, OR BALLOT MEASURE INFORMATION**

Name of Officeholder or Candidate: \_\_\_\_\_  
(List name of officeholder or candidate for which this committee is primarily formed)

Office Sought or Held (Include Location and District if Applicable): \_\_\_\_\_

Name of Ballot Measure (If Applicable): \_\_\_\_\_

Support       Oppose

**COVER PERIOD**

Statement covers period from \_\_\_\_\_ through \_\_\_\_\_ Amendment:

**I have used all reasonable diligence in preparing and reviewing the statement or report submitted electronically to the Los Angeles County Registrar-Recorder/County Clerk pursuant to Los Angeles County Code 2.195, and to the best of my knowledge the information contained therein and in the schedules attached to the aforementioned California Form 460 is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Executed on \_\_\_\_\_ Date By \_\_\_\_\_  
Signature of Treasurer or Assistant Treasurer

Executed on \_\_\_\_\_ Date By \_\_\_\_\_  
Signature of Controlling Officeholder, Candidate, State Measure Proponent  
or Responsible Officer of Sponsor

The original form must be returned within 5 business days either in person or by mail (postmarked on or before the 5<sup>th</sup> business day) to:  
Los Angeles County Registrar-Recorder/County Clerk  
Campaign Finance and Proposition B Unit  
12400 Imperial Highway, Room 2003  
Norwalk, California 90650

**CAMPAIGN FINANCE AND PROPOSITION B SAMPLE REPORT LIST**

Number	Title	Current ID Title	Required Fields	Purpose of Report
1	NAME AND ADDRESS DAILY STATUS	WQ36RH*	Control #, Candidate Name, Residence Address, Business Address, Mail To (Which address to mail it to), Add Date, Mod Date, E-mail Address	Proofreading information to ensure it is accurate against the hard copy.
2	COMMITTEES BY NAME WITHIN COMMITTEE TYPE	WQ36RE*	Control #, Committee Name, Treasurer Name, State ID #, Business Address, Residence Address, State ID, Mail To (Which address to mail it to), Add Date, Mod Date, E-mail Address	Proofreading information to ensure it is accurate against the hard copy.
3	COMMITTEES BY STATE ID NUMBER	WQ36RI*	State ID #, Control #, Committee Name, Mod Date, Committee Type, E-mail Address	Proofreading information to ensure it is accurate against the hard copy.
4	CAMPAIGN REPORTING NOTICES	WQ65RA*	Election ID, Election Name, Election Date, Filing Period, Control #, Rec #, Name, Notice ID, Notice Title, E-mail Address	Proofreading information to ensure it is accurate against the hard copy.
5	NOTICES	WQ67RA*	Department Title, Mailing Date, Notice Title, Filing Period, Due Date, Covering Dates, Election ID, Election Date, Election Name, Office, Party Preference, R-R Control #, Body of Notice, Recipient name and mailing address (formatted to fit window envelope), Notice Type, E-mail Address	Notices generated for filing and for mailing out to the Candidates, Committees, Treasurers
6	CAMPAIGN REPORTING NOTICES LISTING	WQ67RB***	Election ID, Election Name, Election Date, Control #, Rec #, Name, Notice ID, Notice Title, E-mail Address	Proofreading information to ensure it is accurate against the hard copy.
7	DAILY ELECTION INFORMATION	WQ72RA***	Control #, Candidate, Office, Party Preference, Mailing Address (Mail To), Residence Address, Phone #, E-mail Address, Election ID, Election Name, Filing Name, Filing Period, Statement Type, Covering Dates, Due Date (for Filing Period), Statements Received (with subfields below) Form no., Date Received, Statement Type, Type of Filing, Total Cumulative, Days Late, Modified Date Notices (Notices generated, subfields below) ID (e.g. CS01, CP01, etc.), Title, Printed (Print Date), Mailed (Mail Date), Modified Date  Penalty Assessed, Penalty Due Payments (subfields below) Payment Amount, Date Received, Paid To, Modified Date	This report is used for proofing to make sure all manually entered data is correct and reconciled.
8	NOTICE ELECTION INFORMATION INQUIRY	WQ74RA***	Control #, Candidate, Office, Mailing Address (Mail To), Residence Address, Phone #, E-mail Address, Election ID, Election Name, Filing Period, Statement Type, Covering Dates, Due Date (for Filing Period), Statements Received (subfields below) Form no., Date Received, Statement Type, Type of Filing, Total Cumulative, Days Late, Modified Date  Notices (Notices generated, subfields below), ID (e.g. CS01, CP01, etc.), Title, Printed (Print Date), Mailed (Mail Date), Modified Date  Controllees (if applicable) Penalty Assessed, Penalty Due  Payments (subfields below) Payment Amount, Date Received, Paid To, Modified Date	Proofreading information to ensure it is accurate against the hard copy.
9	ELECTION INFORMATION BY ELECTION	WQ76RA	Control #, Candidate Name, Committee Name, Treasurer Name, Business Address, Residence Address, Phone #, E-mail Address, Mail To (Which address to mail it to, 2 subfields) Added, Mod (Modified) Type (e.g. Candidate, Major Donor, etc.), State ID, Office, Party Preference, Election ID, Election Name, Election Date, Type (e.g. Semi-Annual), Filing Type (e.g. Normal, 2 subfields) Added, Mod (Modified)  (Populated Data) Filing Period and Type, Covering Dates, Due Date, Statement Notice 1, Statement Notice 2, Statement Notice 3, DA/FPFC Referral  Sub listed by Amendment (e.g. 1st Amendment, 2nd Amendment, etc.) 1st Amd, 2nd Amd, 3rd Amd  (Sub listed field items) Form No., Date Received, Statement Type  Controllees (subfields below) Control #, Candidate or Committee Name	
10	CANDIDATE/OFFICEHOLDERS STATEMENT NOTICE STATUS	WQ80RA	<b>Cover page</b> (status report for candidate): Statement Notices Year, Election ID, Election Title, Election Date, Filing Period 1, Filing Period 2, Filing Period 3 (etc.) (Totaled at the bottom of the cover page)  <b>Statement Notices Details (other pages)</b> Statement Notices Year, Election ID, Control #, Candidate/Officeholders Name, Office, FP (Filing Period, e.g. 1, 2, 3), Courtesy Notice Mailed (Date Mailed), Specific Notice Mailed (Date Mailed), Statement Received (Date Received), Days Late (Count or legend item), Penalty Amount (Amount and/or legend item)	Proofreading information to ensure it is accurate against the hard copy.
11	COMMITTEE STATEMENT NOTICE STATUS	WQ80RB*	<b>Cover page</b> (status report for candidate): Statement Notices Year, Election ID, Election Title, Election Date, Filing Period 1, Filing Period 2, Filing Period 3 (and so on) (Totaled at the bottom of the cover page)  <b>Statement Notices Details (other pages)</b> Statement Notices Year, Election ID, Control #, Committee Name, Office, FP (Filing Period, e.g. 1, 2, 3), Courtesy Notice Mailed (Date Mailed), Specific Notice Mailed (Date Mailed), Statement Received (Date Received), Days Late (Count or legend item), Penalty Amount (Amount and/or legend item)	Proofreading information to ensure it is accurate against the hard copy.

12	CAMPAIGN STATEMENT FILING STATUS	WQ80RC*	Title of Campaign Statement Filing Deadline Year (Grouped by Election, then sub grouped by Filing Deadlines) <b>FIELDS:</b> Election Date, Election ID <b>Columns for details include:</b> Specific Notices Mailed (Count), Notices Mailed in Error (Count and Percentage), Statements Filed Within Grace Period (Count and Percentage), Statements Filed Late (Count and Percentage), Statements Outstanding (Count and Percentage), Statements Not Required to be Filed (Count and Percentage) <b>Rows for details include:</b> Filing Deadline Date, Candidates/Officeholders, Committees, Total (Candidates/Officeholders + Committees Count per Filing Deadline, per Election) <b>Penalties Totals page (Audit Trail / Summary):</b> <b>FIELDS:</b> Year of Penalties, Election ID Number of Penalties (subfields below) Assessed, Paid, Waived, Outstanding Amount of Penalties (subfields below) Assessed, Paid, Waived, Outstanding	Proofreading information to ensure it is accurate against the hard copy.
13	ELECTION FILING PERIODS DAILY STATUS	WQ11RC	Election ID, Election Name, Election Date, Election type, Partisan Flag, Add Date, Mod Date <b>Subgroups:</b> Filing Periods (subfields below) Due Date, Covering Period Begin Date, Covering Period End Date	Proofreading information to ensure it is accurate against the hard copy.
14	OFFICE TITLES	WQ16RA	Job#/Election ID, Office #, Office Title 1/2, Cont, Sub, Dist, Div	Proofreading information to ensure it is accurate against the hard copy.
15	TREASURER'S BY NAME	WQ36RF	Treasurers name, Treasurer's E-mail Address, control #, committee name	
16	NOTICE TEXT IN TYPE SEQUENCE	WQ61RA	Grouped by Campaign Statement Category (Amendments, Collection Referrals, etc.) Notice ID/Title, Form No, Description of Form, Add Date, Mod Date, Body of Notice (Totaled per grouping)	
17	INDIVIDUAL ELECTION INFORMATION	WQ73RA	Control #, Committee Name (if applicable), Candidate Name (if applicable), Committee Type, State ID, Treasurer, E-mail Address, Mail To (e.g. business, residence), Mailing Address, Election ID, Election Name, Filing Period, Form Type, Covering Period, Due Date  Statements Received (subfields below) Form #, Date Received, Statement Type, Type of Filing, Total Cumulative, Days Late, Modified Date	Proofreading information to ensure it is accurate against the hard copy.
18	CANDIDATE LIST		Candidate Name, E-mail Address, Candidate Control #, OTF, Office Title, Committee Name, Committee Control #, State ID, O, R, C, E (last 4, special check box fields per record)	Proofreading information to ensure it is accurate against the hard copy.

\*Report includes a run date/time, title, page count, and totals count at the end of the report.

\*\*This is currently printed with a file copy on half sheet paper

\*\*\*Report includes a run date/time, title, page count, and totals count at the end of the report (this particular report has a report summary after every grouping).

**LOS ANGELES COUNTY  
REGISTRAR-RECORDER/COUNTY CLERK**

**PROGRAMMING MODIFICATION REQUEST**

This document is used to request and document a baseline/custom programming modification and database table updates.

Date \_\_\_\_\_

Module \_\_\_\_\_

Requester's Name \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Person \_\_\_\_\_

**Modification Type**

- Enhancement
- Design Clarification
- Other \_\_\_\_\_

**Modification Description** *(Attach other pages if necessary)*

**Comments**

**Modification Approval**

County Project Manager	Signature	Date
County IT Project Manager	Signature	Date
County Project Director	Signature	Date

**Contractor Approval**

Project Director	Signature	Date
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## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
CONTRACT: Section 7.0, Sub-Section 7.1.1 – (Administration of Contract - Contractor)	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Observation and Inspection	\$50 per occurrence.
CONTRACT: Section 8.0, Sub-Section 8.5.1 – (Complaints)	Contractor shall provide County with Contractor's policy for receiving, investigating and responding to user complaints within thirty (30) business days after Contract effective date.	Submittal of Policy	\$50 dollars per day.
CONTRACT: Section 8.0, Sub-Section 8.5.2 – (Complaints)	Contractor shall make changes and resubmit the plan within five (5) business days for County approval.	Observation and Inspection	\$50 dollars per day.
CONTRACT: Section 8.38 (Record Retention and Inspection/Audit Settlement)	Contractor to maintain all required documents as specified in Section 8.38	Inspection	\$50 per occurrence.
CONTRACT: Section 8.40 (Subcontracting)	Contractor shall obtain County's written approval prior to subcontracting any work.	Observation and Inspection	\$500 per occurrence; Possible termination for default of contract.
SOW: Section 5.0, Sub-Section 5.1 – (Addition/Deletion of Facilities, Specific Tasks, and/or Work Hours)	Contractor shall make changes to facilities, specific tasks, and/or work hours only in accordance with Sub-Section 8.1 (Amendments).	Observation and Inspection	\$200 dollars per occurrence.
SOW: Section 6.0 – (Quality Control)	Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor at a mutually agreed upon date decided by County and Contractor during the Kick-Off Meeting.	Observation and Inspection	\$50 dollars per day after mutually agreed upon date.

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/ FEES TO BE ASSESSED</b>
SOW: Section 6.0, Sub-Section 6.2 – (Quality Control)	Contractor shall provide County with a record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action upon request.	Observation and Inspection	\$50 per request.
SOW: Section 7.0, Sub-Section 7.1 – (Quality Assurance Plan)	Contractor is required to attend all scheduled meetings in person or via teleconference as mutually agreed upon by County and Contractor for the term of the contract.	Attendance and Observation	\$50 per occurrence.
SOW: Section 7.0, Sub-Section 7.2 – (Quality Assurance Plan)	Contractor shall submit a plan for correction of all deficiencies identified in Contract Discrepancy Report to County Project Manager or designee and Contracts Section Manager within three (3) work days.	Inspection and Discrepancy Report	\$100 per occurrence
SOW: Section 7.0, Sub-Section 7.2 – (Quality Assurance Plan)	Contractor shall resolve discrepancy within five (5) days after plan of correction is submitted or a time period mutually agreed upon by County and Contractor.	Inspection and Discrepancy Report	\$100 per occurrence
SOW: Section 8.0, Sub-Section 8.2.1 – (Project Manager)	County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached.	Observation	\$50 per occurrence
SOW: Section 8.0, Sub-Section 8.2.1 – (Project Manager)	Project Manager should be accessible on weekends during major election periods and must be able to be reached through twelve midnight (12:00 A.M.) on every filing date, which includes 1 <sup>st</sup> and 2 <sup>nd</sup> semi-annual and all pre-election filing deadlines.	Observation and Inspection	\$100 per day

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/ FEES TO BE ASSESSED</b>
SOW: Section 8.0, Sub-Section 8.2.1 – (Project Manager)	If Project Manager is not available, they must assign an alternate at least 24 hours prior to their absence.	Observation and Inspection	\$100 per occurrence
SOW: Section 8.0, Sub-Section 8.3 – (Contractor’s Office)	The office shall be staffed during the hours of 7:00 A.M. PT to 7:00 P.M. PT, Monday through Friday, by at least one employee who can respond effectively to inquiries and complaints. When the office is closed, an answering service shall be provided to receive calls.	Observation and Inspection	\$50 per occurrence
SOW: Section 8.0, Sub-Section 8.3 – (Contractor’s Office)	The Contractor shall answer calls received by the answering service within forty-eight (48) hours of receipt of the call.	Observation and Inspection	\$50 per occurrence
SOW: Section 8.0, Sub-Section 8.5 – (Uniforms/Identification Badges)	Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 (Contractor’s Staff Identification) of the Contract.	Observation and Inspection	\$50 per occurrence
SOW: Section 8.0, Sub-Section 8.7 – (Training)	Contractor shall provide training programs for all new County and Contractor employees as well as continuing in-service training for all County and Contractor employees.	Observation and Inspection	\$50 per occurrence
SOW: Section 10.0, Sub-Section 10.2 – (Work Schedules)	Contractor shall submit revised schedules as needed during the implementation phase and term of the contract when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within two (2) working days prior to scheduled time for work.	Observation and Inspection	\$100 per day from submission date.
SOW: Section 11.0, Sub-section 11.2 – (Unscheduled Work)	Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials.	Observation and Inspection	\$50 per occurrence

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/ FEES TO BE ASSESSED</b>
SOW: Section 11.0, Sub-section 11.3 – (Unscheduled Work)	Contractor shall contact County's Project Director for approval before beginning work when a condition exists wherein there is imminent danger of injury to the public or damage to property. A written estimate shall be sent within twenty-four (24) hours for approval.	Inspection	\$100 per day after written estimate timeframe.
SOW: Section 11.0, Sub-section 11.3 – (Unscheduled Work)	Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the unscheduled work.	Observation and Inspection	\$50 per occurrence
SOW: Section 11.0, Sub-section 11.4 – (Unscheduled Work)	All unscheduled work shall commence on the established specified date.	Observation and Inspection	\$100 per day after established specified date.
SOW: Section 12.0, Sub-section 12.1 – (System Implementation Timeline)	Deliverables for Phase 1 of the System Implementation Timeline (Component One) shall be completed, tested, and have 100% functionality no later than ninety (90) days from the date of the kick-off meeting identified in Section 12.2.	Observation and Inspection	\$500 per day, per occurrence; Possible termination for default of contract.
SOW: Section 12.0, Sub-section 12.1 – (System Implementation Timeline)	Deliverables for Phase 2 of the System Implementation Timeline (Component Two) shall be completed, tested, and have 100% functionality no later than ninety (90) days from the completion of Phase 1.	Observation and Inspection	\$500 per day, per occurrence; Possible termination for default of contract.
SOW: Section 12.0, Sub-section 12.1 – (System Implementation Timeline)	Deliverables for Phase 3 of the System Implementation Timeline (Component Three and Component Four) shall be completed, tested, and have 100% functionality no later than January 31, 2016. System must be fully operational by this date unless expressed written consent related to an extension is granted by the County.	Observation and Inspection	\$500 per day, per occurrence; Possible termination for default of contract.

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/ FEES TO BE ASSESSED</b>
SOW: Section 12.2, Sub-section 12.2.1 – (Kick-Off Meeting)	Contractor shall attend a mandatory kick-off meeting required within five (5) days of the effective date of the contract held at the RR/CC located at 12400 Imperial Highway, Norwalk, CA 90650.	Observation	\$100 per day until meeting occurs
SOW: Section 12.3 – (System Implementation Plan)	Contractor shall develop and deliver a comprehensive System Implementation Plan within ten (10) days of County's notification of contract approval by the Board of Supervisors that describes discrete planning steps and methodology for completion of Contractor tasks listed in the Contract, SOW, and any amendments to the Contract including administrative, operational, and technical procedures for preparing and loading the System with County's data.	Observation	\$500 per day until plan is delivered
SOW: Section 12.3 – (System Implementation Plan)	A Task/Deliverable Acceptance Certificate (Appendix C, Exhibit 4) is to be sent to both County's Project Manager for the County Project Manager signoff for each Deliverable and already be signed by Contractor's Project Director prior to being sent to County.	Observation	\$50 per occurrence
SOW: Section 12.6 (User Manual and E-File Instruction Guide)	The Contractor must develop and provide a standard user guide that includes the enhancements and modules that the County has included in this contract/solicitation no later than thirty (30) days from the date contract is executed.	Observation	\$50 per day until user guide is delivered
SOW: Section 12.7 (Post-Implementation Custom Programming Modifications)	Contractor shall develop functional description for Custom Programming Modification within ten (10) work days of contractor receipt of County Custom Programming Modification Request (CMPR).	Observation	\$50 per occurrence

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/ FEES TO BE ASSESSED</b>
SOW: Section 12.7 (Post-Implementation Custom Programming Modifications)	Contractor shall provide delivery date for System Design Report (SDR) within ten (10) work days of receipt of County approved functional description.	Observation	\$50 per occurrence

**EXHIBIT B**  
**PRICING SCHEDULE**

**REQUIRED FORMS - EXHIBIT 11**

**PRICING SCHEDULE**

**Total Cost: \$946,750** (Solution Implementation plus 4 years Maintenance, Support & Hosting)

Based on information provided at the Mandatory Bidder's Conference, Quest has proposed a project plan and solution implementation timeline that corresponds to the approach we have found to be most effective when implementing FirstTuesday®. As a result of the proposed phasing plan, the name and order of deliverables as well as pricing do not correspond exactly to the 4 components identified in 12.4.

Below we have provided a detailed line-item cost breakdown by implementation deliverable which is followed by a table of costs for maintenance, support and hosting.

At the end of Exhibit 11, we have included fixed hourly rates which would be applied for Programming Modifications as described in IFB Section 12.8.

**Campaign Finance and Proposition B Electronic Filing Solution – IFB #15-004**

IFB #	Del. #	Deliverables	Date	Price
	1	<b>Project Initiation</b>		
12.2	1a	On-site Kickoff Meeting	3/11/2016	\$ 10,000.00
12.3	1b	Implementation Plans and Schedule	3/11/2016	\$ 25,000.00
	2	<b>Phase 1 – Deliverables for Component One</b>		
12.4.1	2a	Phase 1 Technical Design Specifications	4/4/2016	\$ 25,000.00
12.4.1, 12.4.7	2b	Phase 1 DEMO, Training and code delivery to UAT	5/17/2016	\$ 105,000.00
12.6	2c	Phase 1 User Manual (Step-by-Steps)	5/17/2016	\$ 10,000.00
12.4.1	2d	Phase 1 Go-Live	6/5/2016	\$ 35,000.00
	3	<b>Elaboration</b>		
12.4.2 – 12.4.4	3a	CF1 Technical Design Specifications	6/27/2016	\$ 15,000.00
12.5	3b	Data Requirements and Mapping Documentation	6/27/2016	\$ 50,000.00
	4	<b>CF1 – Deliverables for Component 2, 3 &amp; 4</b>		
12.4.2 – 12.4.4	4a	CF2 Technical Design Specifications	7/18/2016	\$ 15,000.00
12.4.2 - 12.4.4, 12.7	4b	CF1 DEMO, Training & code delivery to UAT	8/8/2016	\$ 50,000.00
12.6	4c	CF1 User Manual (Step-by-Steps)	8/8/2016	\$ 5,000.00
	5	<b>CF2 – Deliverables for Component 2, 3 &amp; 4</b>		
12.4.2 – 12.4.4	5a	CF3 Technical Design Specifications	8/29/2016	\$ 15,000.00
12.4.2 - 12.4.4, 12.7	5b	CF2 DEMO, Training & code delivery to UAT	9/12/2016	\$ 50,000.00
12.6	5c	CF2 User Manual (Step-by-Steps)	9/12/2016	\$ 5,000.00
	6	<b>CF3 – Deliverables for Component 2, 3 &amp; 4</b>		
12.4.2 - 12.4.4, 12.7	6a	CF3 DEMO, Training & code delivery to UAT	10/24/2016	\$ 50,000.00
12.6	6b	CF3 User Manual (Step-by-Steps)	10/24/2016	\$ 5,000.00
	7	<b>Transition</b>		
12.6	7a	Final User Manual and E-File Instruction Guides	11/7/2016	\$ 5,000.00
12.7	7b	Final Training Delivery prior to Go-Live	11/14/2016	\$ 25,000.00
12.5	7c	Data Converted into production environment	11/21/2016	\$ 90,000.00
12.1-12.8	7d	Go-Live: Delivery of final code to production environment	11/21/2016	\$ 50,000.00
	8	<b>FINAL ACCEPTANCE</b>		
12.1 – 12.8	8a	System implementation accepted	12/31/2016	\$ 55,750.00
<b>Implementation Total:</b>				<b>\$ 695,750.00</b>

**Maintenance, Support and Hosting Fees**

The table below shows pricing for maintenance, support and hosting of the solution after implementation and “go live”. According to the proposed project plan, maintenance, support and hosting will begin January 1, 2017. Maintenance, support and hosting fees will be billed in arrears in equal monthly installments based on the annual amounts below.

<b>Maintenance, Support and Hosting</b>				
<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>TOTAL</b>
\$60,000	\$61,800	\$63,650	\$65,550	\$251,000

**Quest Fixed Hourly Rates**

There may arise from time to time a need for work not originally specified in IFB 15-004. This additional work may stem from legislative mandates, changes in County procedures, enhancements requested by end users or the County’s desire to leverage emerging technologies.

The rates will be used for Programming Modifications as described in section 12.8 and shall remain fixed for the life of the contract, including any optional renewal periods.

<b>Job Title</b>	<b>Hourly Rate</b>
Project Manager	\$150.00
Senior Architect	\$140.00
Database Administrator	\$140.00
Business Analyst	\$130.00
UI/UX Design Consultant	\$130.00
Senior Developer	\$120.00
Developer	\$110.00
Technical Writer	\$90.00
Trainer	\$90.00

EXHIBIT C  
CONTRACTOR'S EEO CERTIFICATION



EXHIBIT D  
COUNTY'S ADMINISTRATION

## **COUNTY'S ADMINISTRATION**

### **COUNTY PROJECT DIRECTOR:**

Name:  
Title:  
Address:

Telephone:  
E-Mail Address:

### **COUNTY PROJECT MANAGER:**

Name:  
Title:  
Address:

Telephone:  
E-Mail Address:

### **COUNTY PROJECT MONITOR:**

Name:  
Title:  
Address:

Telephone:  
E-Mail Address:

### **COUNTY CONTRACTS MANAGER:**

Name:  
Title:  
Address:

Telephone:  
E-Mail Address:

EXHIBIT E  
CONTRACTOR'S ADMINISTRATION

## **CONTRACTOR'S ADMINISTRATION**

### **CONTRACTOR'S PROJECT DIRECTOR:**

Name:  
Title:  
Address:

Telephone:  
E-Mail Address:

### **CONTRACTOR'S PROJECT MANAGER:**

Name:  
Title:  
Address:

Telephone:  
E-Mail Address:

### **CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name:  
Title:  
Address:

Telephone:  
E-Mail Address:

### **Notices to Contractor shall be sent to the following address:**

Name:  
Title:  
Address:

Telephone:  
E-Mail Address:

# EXHIBIT F

## CIO SECURITY PRIVACY VENDOR ASSESSMENT QUESTIONNAIRE

# Chief Information Office Security/Privacy Vendor Assessment Questionnaire

Quest Information Systems appreciates the opportunity to provide the following information regarding our application and hosting security and privacy capabilities. Response to questions relevant to hosting and the provision of managed services were provided by Quest's hosting partner, Verizon Terremark. If RR/CC would like clarification or additional information for any of the responses, you can contact Steve McNear or Sean Fahey at 317-806-8800.

**1. What legislation/regulation does your organization comply with?**

ISO 27001; PCI DSS; SSAE 16 SOC 1, SOC 2, and SOC 3 (annual attestation standards); Safe Harbor; in addition to applicable federal and state laws.

**2. How often are IT security audits performed?**

Annually.

**3. What types of audits (e.g., penetration and vulnerability) are performed?**

The following types of IT Security audits are performed: vulnerability, penetration, access control, security and availability, organization and management, communications, risk management and design and implementation of controls, monitoring of controls, system operations, and change management.

**4. Who performs these audits (e.g., third-party, internal, or both)?**

IT Security audits are performed by both Verizon and a third party.

**5. Are SSAE 16 audits performed? If so, what type (e.g., SOC 1, SOC 2) of SSAE audit(s) is performed?**

SSAE 16 SOC 1, SOC 2 and SOC 3 (annual attestation standards) audits are performed annually.

**6. Do you collect and store customer sensitive or confidential data (e.g., SSN)?**

No. Our applications do not collect and store confidential data such as Social Security Numbers.

**7. Is encryption used for stored data?**

Application role-based security passwords are encrypted in the campaign finance database. Since other data in the database is not confidential or personal private information (PPI), it is not encrypted.

**8. If yes, what encryption algorithm and cipher-strength is used?**

Application role-based security passwords are encrypted in the campaign finance database using the RIJNDAEL/AES 256-bit encryption algorithm.

**9. Is there an application vulnerability scanner (i.e., dynamic or static) being used?**

Although an application vulnerability scan has been run against the software, application vulnerability scans are not run on an ongoing basis.

**10. If question #9 (above) response is yes, how often are static scans processed?**

Application vulnerability was last scanned a few years ago and all identified vulnerabilities were addressed.

# Chief Information Office Security/Privacy Vendor Assessment Questionnaire

**11. If question #9 (above) response is no, who performs application vulnerability scans, and how often?**

NA

**12. What types of cookies are used (i.e., persistent or non-persistent)?**

The application uses non-persistent cookies.

**13. Is there any confidential information stored in the cookie?**

No confidential information is stored in application cookies.

**14. At what location will the application be hosted?**

The Verizon Terremark data center in Richardson (Dallas), TX.

**15. If the hosted site is external to the County, what disaster recovery and/or business recovery capabilities are available?**

Global Service Load Balancing to any other Verizon Terremark data center.

**16. Is there a Host Intrusion Prevention (HIPS) or Detection (HIDS) system implemented on your servers?**

No.

**17. Is there a Network Intrusion Prevention (NIPS) or Detection (NIDS) system implemented for your internal network?**

Yes. NIDS is activated on the campaign finance system servers.

**18. Is there an established computer incident response team?**

Yes. Verizon Terremark has an extensive team of incident response specialists.

**19. Will your response team be open to entertain a Service Level Agreement in case of a potential data breach / data compromise?**

Service Level Agreements for data breaches or compromises can be negotiated on a case-by-case basis.

**20. Has there been an incident where a potential hack or data breach occurred and the customer was/was not notified?**

No. Verizon Terremark has not experienced an incident where a potential hack or data breach occurred and the customer was/was not notified.

**21. What level of background check is required for your IT personnel (e.g., support staff), regardless if full-time, or part-time? At a minimum, do you perform a criminal background check?**

Quest uses background checks and drug tests for all full-time, part-time and subcontractor personnel and complies with E-Verify requirements. Verizon Terremark personnel are all subject to criminal background checks.

EXHIBIT I  
JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT J  
SAFELY SURRENDERED BABY LAW

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

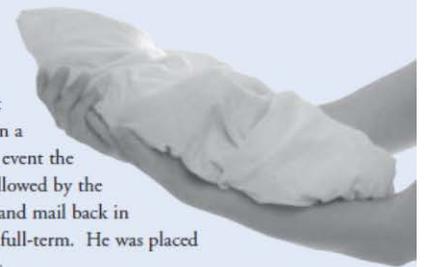
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



## EXHIBIT K

# DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT

[2.202.010 Findings and declarations.](#)

[2.202.020 Definitions.](#)

[2.202.030 Determination of contractor non-responsibility.](#)

[2.202.040 Debarment of contractors.](#)

[2.202.050 Pre-emption.](#)

[2.202.060 Severability.](#)

**2.202.010 - Findings and declarations.**

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.  
  
(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.020 - Definitions.**

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.  
  
(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

**2.202.030 - Determination of contractor non-responsibility.**

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation

regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

#### **2.202.040 - Debarment of contractors.**

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.
- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
  - (1) The actual or potential harm or impact that results or may result from the wrongdoing.
  - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
  - (3) Whether there is a pattern or prior history of wrongdoing.

- (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
- (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
- (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
- (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
- (10) Whether the wrongdoing was pervasive within a contractor's organization.
- (11) The positions held by the individuals involved in the wrongdoing.
- (12) Whether a contractor participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be

scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

#### **2.202.050 - Pre-emption.**

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

**2.202.060 - Severability.**

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

EXHIBIT L

NOTICE TO EMPLOYEES REGARDING THE  
FEDERAL EARNED INCOME CREDIT  
(IRS NOTICE 1015)

Latest version is available from IRS website at  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2012)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

**EXHIBIT M**

**TASK/DELIVERABLE  
ACCEPTANCE CERTIFICATE**

## TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Contractor Name and Address)		TRANSMITTAL DATE
<b>TASK/DELIVERABLE ACCEPTANCE CERTIFICATE</b>		CONTRACT NUMBER
		TITLE
FROM:	TO:	
_____ Contractor's Project Director (Signature Required)	_____ County Project Director,	
Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement (including the Exhibits thereto) to the completion of the Tasks and delivery of the Deliverables set forth below, including (i) satisfaction of all completion criteria applicable to such Tasks and Deliverables, and (ii) County's approval of all Work performed in connection with such Tasks and Deliverables. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work. County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.		
<p style="text-align: center;"><b>TASK DESCRIPTION</b></p> (including Task and Subtask numbers as set forth in the Statement of Work)	<p style="text-align: center;"><b>DELIVERABLES</b></p> (including Deliverable numbers and brief description as set forth in the Statement of Work)	
<b>Comments:</b>		
<b>Attached hereto is a copy of all supporting documentation required pursuant to the Agreement, Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.</b>		
<b>County Acceptance:</b>		
NAME _____	SIGNATURE _____	DATE _____
County's Project Director		

EXHIBIT N  
PROGRAMMING CONFIGURATION  
REQUEST FORM

**LOS ANGELES COUNTY  
REGISTRAR-RECORDER/COUNTY CLERK**

**PROGRAMMING CONFIGURATION REQUEST**

This document is used to request and document a programming configuration and database table updates.

Date \_\_\_\_\_

Module \_\_\_\_\_

Requester's Name \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Person \_\_\_\_\_

**Modification Type**

- Enhancement
- Design Clarification
- Other \_\_\_\_\_

**Configuration Description** *(Attach other pages if necessary)*

**Comments**

**Configuration Approval**

Project Director	Signature	Date
Project Manager	Signature	Date
Project IT Manager	Signature	Date

**Contractor Approval**

Project Director	Signature	Date
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EXHIBIT O  
INVOICE DEFICIENCY REPORT

## INVOICE DEFICIENCY REPORT

1. ISSUE:

Today's Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_

Date of Subject Invoice: \_\_\_\_\_

Invoice Number of Subject Invoice: \_\_\_\_\_

Total Value of Subject Invoice: \_\_\_\_\_

Disputed Value of Subject Invoice: \_\_\_\_\_

Description of Disputed Charges:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. REVIEWED/SIGNED:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
County Project Director (CPD)

3. CONTRACTOR RESPONSE (completed by Contractor's Project Manager)

Date received from CPD: \_\_\_\_\_

Explanation regarding Disputed Charges:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Corrective Action Taken:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor Project Director

EXHIBIT P  
CONTRACT DEFICIENCY REPORT

# CONTRACT DEFICIENCY REPORT

**TO:**

**FROM:**

**DATES:** Prepared: \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

Action Completed: \_\_\_\_\_

**DEFICIENCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of County Representative

\_\_\_\_\_

Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

\_\_\_\_\_

Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

\_\_\_\_\_

Date

**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date

\_\_\_\_\_

EXHIBIT Q  
PERFORMANCE REQUIREMENTS  
SUMMARY CHART

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
CONTRACT: Section 7.0, Sub-Section 7.1.1 – (Administration of Contract - Contractor)	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Observation and Inspection	\$50 per occurrence.
CONTRACT: Section 8.0, Sub-Section 8.5.1 – (Complaints)	Contractor shall provide County with Contractor's policy for receiving, investigating and responding to user complaints within thirty (30) business days after Contract effective date.	Submittal of Policy	\$50 dollars per day.
CONTRACT: Section 8.0, Sub-Section 8.5.2 – (Complaints)	Contractor shall make changes and resubmit the plan within five (5) business days for County approval.	Observation and Inspection	\$50 dollars per day.
CONTRACT: Section 8.38 (Record Retention and Inspection/Audit Settlement)	Contractor to maintain all required documents as specified in Section 8.38	Inspection	\$50 per occurrence.
CONTRACT: Section 8.40 (Subcontracting)	Contractor shall obtain County's written approval prior to subcontracting any work.	Observation and Inspection	\$500 per occurrence; Possible termination for default of contract.
SOW: Section 5.0, Sub-Section 5.1 – (Addition/Deletion of Facilities, Specific Tasks, and/or Work Hours)	Contractor shall make changes to facilities, specific tasks, and/or work hours only in accordance with Sub-Section 8.1 (Amendments).	Observation and Inspection	\$200 dollars per occurrence.
SOW: Section 6.0 – (Quality Control)	Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor at a mutually agreed upon date decided by County and Contractor during the Kick-Off Meeting.	Observation and Inspection	\$50 dollars per day after mutually agreed upon date.

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/ FEES TO BE ASSESSED</b>
SOW: Section 6.0, Sub-Section 6.2 – (Quality Control)	Contractor shall provide County with a record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action upon request.	Observation and Inspection	\$50 per request.
SOW: Section 7.0, Sub-Section 7.1 – (Quality Assurance Plan)	Contractor is required to attend all scheduled meetings in person or via teleconference as mutually agreed upon by County and Contractor for the term of the contract.	Attendance and Observation	\$50 per occurrence.
SOW: Section 7.0, Sub-Section 7.2 – (Quality Assurance Plan)	Contractor shall submit a plan for correction of all deficiencies identified in Contract Discrepancy Report to County Project Manager or designee and Contracts Section Manager within three (3) work days.	Inspection and Discrepancy Report	\$100 per occurrence
SOW: Section 7.0, Sub-Section 7.2 – (Quality Assurance Plan)	Contractor shall resolve discrepancy within five (5) days after plan of correction is submitted or a time period mutually agreed upon by County and Contractor.	Inspection and Discrepancy Report	\$100 per occurrence
SOW: Section 8.0, Sub-Section 8.2.1 – (Project Manager)	County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached.	Observation	\$50 per occurrence
SOW: Section 8.0, Sub-Section 8.2.1 – (Project Manager)	Project Manager should be accessible on weekends during major election periods and must be able to be reached through twelve midnight (12:00 A.M.) on every filing date, which includes 1 <sup>st</sup> and 2 <sup>nd</sup> semi-annual and all pre-election filing deadlines.	Observation and Inspection	\$100 per day

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/ FEES TO BE ASSESSED</b>
SOW: Section 8.0, Sub-Section 8.2.1 – (Project Manager)	If Project Manager is not available, they must assign an alternate at least 24 hours prior to their absence.	Observation and Inspection	\$100 per occurrence
SOW: Section 8.0, Sub-Section 8.3 – (Contractor’s Office)	The office shall be staffed during the hours of 7:00 A.M. PT to 7:00 P.M. PT, Monday through Friday, by at least one employee who can respond effectively to inquiries and complaints. When the office is closed, an answering service shall be provided to receive calls.	Observation and Inspection	\$50 per occurrence
SOW: Section 8.0, Sub-Section 8.3 – (Contractor’s Office)	The Contractor shall answer calls received by the answering service within forty-eight (48) hours of receipt of the call.	Observation and Inspection	\$50 per occurrence
SOW: Section 8.0, Sub-Section 8.5 – (Uniforms/Identification Badges)	Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 (Contractor’s Staff Identification) of the Contract.	Observation and Inspection	\$50 per occurrence
SOW: Section 8.0, Sub-Section 8.7 – (Training)	Contractor shall provide training programs for all new County and Contractor employees as well as continuing in-service training for all County and Contractor employees.	Observation and Inspection	\$50 per occurrence
SOW: Section 10.0, Sub-Section 10.2 – (Work Schedules)	Contractor shall submit revised schedules as needed during the implementation phase and term of the contract when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within two (2) working days prior to scheduled time for work.	Observation and Inspection	\$100 per day from submission date.
SOW: Section 11.0, Sub-section 11.2 – (Unscheduled Work)	Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials.	Observation and Inspection	\$50 per occurrence

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/ FEES TO BE ASSESSED</b>
SOW: Section 11.0, Sub-section 11.3 – (Unscheduled Work)	Contractor shall contact County's Project Director for approval before beginning work when a condition exists wherein there is imminent danger of injury to the public or damage to property. A written estimate shall be sent within twenty-four (24) hours for approval.	Inspection	\$100 per day after written estimate timeframe.
SOW: Section 11.0, Sub-section 11.3 – (Unscheduled Work)	Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the unscheduled work.	Observation and Inspection	\$50 per occurrence
SOW: Section 11.0, Sub-section 11.4 – (Unscheduled Work)	All unscheduled work shall commence on the established specified date.	Observation and Inspection	\$100 per day after established specified date.
SOW: Section 12.0, Sub-section 12.1 – (System Implementation Timeline)	Deliverables for Phase 1 of the System Implementation Timeline (Component One) shall be completed, tested, and have 100% functionality no later than ninety (90) days from the date of the kick-off meeting identified in Section 12.2.	Observation and Inspection	\$500 per day, per occurrence; Possible termination for default of contract.
SOW: Section 12.0, Sub-section 12.1 – (System Implementation Timeline)	Deliverables for Phase 2 of the System Implementation Timeline (Component Two) shall be completed, tested, and have 100% functionality no later than ninety (90) days from the completion of Phase 1.	Observation and Inspection	\$500 per day, per occurrence; Possible termination for default of contract.
SOW: Section 12.0, Sub-section 12.1 – (System Implementation Timeline)	Deliverables for Phase 3 of the System Implementation Timeline (Component Three and Component Four) shall be completed, tested, and have 100% functionality no later than January 31, 2016. System must be fully operational by this date unless expressed written consent related to an extension is granted by the County.	Observation and Inspection	\$500 per day, per occurrence; Possible termination for default of contract.

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/ FEES TO BE ASSESSED</b>
SOW: Section 12.2, Sub-section 12.2.1 – (Kick-Off Meeting)	Contractor shall attend a mandatory kick-off meeting required within five (5) days of the effective date of the contract held at the RR/CC located at 12400 Imperial Highway, Norwalk, CA 90650.	Observation	\$100 per day until meeting occurs
SOW: Section 12.3 – (System Implementation Plan)	Contractor shall develop and deliver a comprehensive System Implementation Plan within ten (10) days of County's notification of contract approval by the Board of Supervisors that describes discrete planning steps and methodology for completion of Contractor tasks listed in the Contract, SOW, and any amendments to the Contract including administrative, operational, and technical procedures for preparing and loading the System with County's data.	Observation	\$500 per day until plan is delivered
SOW: Section 12.3 – (System Implementation Plan)	A Task/Deliverable Acceptance Certificate (Appendix C, Exhibit 4) is to be sent to both County's Project Manager for the County Project Manager signoff for each Deliverable and already be signed by Contractor's Project Director prior to being sent to County.	Observation	\$50 per occurrence
SOW: Section 12.6 (User Manual and E-File Instruction Guide)	The Contractor must develop and provide a standard user guide that includes the enhancements and modules that the County has included in this contract/solicitation no later than thirty (30) days from the date contract is executed.	Observation	\$50 per day until user guide is delivered
SOW: Section 12.7 (Post-Implementation Custom Programming Modifications)	Contractor shall develop functional description for Custom Programming Modification within ten (10) work days of contractor receipt of County Custom Programming Modification Request (CMPR).	Observation	\$50 per occurrence

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/ FEES TO BE ASSESSED</b>
SOW: Section 12.7 (Post-Implementation Custom Programming Modifications)	Contractor shall provide delivery date for System Design Report (SDR) within ten (10) work days of receipt of County approved functional description.	Observation	\$50 per occurrence